



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1201 ELM STREET, SUITE 500

DALLAS, TEXAS 75270

SPECIAL NOTICE LETTER

URGENT LEGAL MATTER

PROMPT REPLY NECESSARY

CERTIFIED MAIL: RETURN RECEIPT REQUESTED #7020 0640 0000 9757 3697

7/30/2021

The Goodyear Tire & Rubber Company
c/o Steven C. Bordenkircher
Senior Legal Counsel
200 Innovation Way
Akron, Ohio 44316

Re: Special Notice Letter for the Brine Service Company Superfund Site in Corpus Christi,
Texas

Dear Mr. Bordenkircher:

This letter follows the attached general notice letter and information request (GNL/Information Request) that the U.S. Environmental Protection Agency (EPA) sent to Wingfoot Commercial Tire Systems, LLC (Wingfoot) in connection with the Brine Service Company Superfund Site (the Site), located in Corpus Christi, Texas. In that letter, EPA notified Wingfoot of its potential responsibility under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"), 42 U.S.C. § 9607(a), for the cleanup of the Site, including all costs incurred by EPA in responding to releases at the Site. On March 27, 2019, the Goodyear Tire & Rubber Company (Goodyear), the corporate successor to Wingfoot, submitted a response to the GNL/Information Request. EPA is now contacting Goodyear in an attempt to resolve its responsibility at the Site.

Background

Based on an extensive review of records related to the release and/or disposal of hazardous substances at the Site, EPA identified Wingfoot as one of several potentially responsible parties (PRPs) that contributed hazardous substances to the Site. EPA understands that effective January 1, 2017, Wingfoot merged into Goodyear and ceased existence as a separate legal entity. Under the federal Superfund law, Goodyear (as the corporate successor to Wingfoot) and the other PRPs at the Site are responsible for the costs of cleaning up the Site. EPA has selected a cleanup approach (formally known as a remedial action) for the Site, which is described in a document called a Record of Decision (ROD) issued by EPA on August 31, 2020.

Bifurcation of Remedial Design and Remedial Action

EPA is considering a bifurcated settlement approach to secure performance of remedial design/remedial action at the Site. The purpose of this approach is to expedite settlement and accelerate the start of remedial design by the PRPs. Under the bifurcated approach, EPA and the PRPs first would negotiate an

Administrative Settlement Agreement and Order on Consent (ASAOC) for the performance of remedial design at the Site. Once the ASAOC has been finalized, the PRPs could begin the remedial design portion of the response action while negotiating a Consent Decree for remedial action. Please note that although EPA is considering a bifurcated settlement approach for the Site, EPA retains the right to transition to a traditional settlement approach (Consent Decree for both remedial design and remedial action) if at any point in the negotiations EPA determines that a bifurcated approach is not viable or would not result in an expedited settlement.

Special Notice and Negotiation Moratorium

EPA has determined that use of the special notice procedures set forth in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), may facilitate a settlement between Goodyear, other PRPs, and EPA for implementation of the response action. Under Section 122(e), this letter triggers a 60-day moratorium on certain EPA response activities at the Site. During this 60-day moratorium, EPA will not begin response action at the Site. However, EPA reserves the right to take action at the Site at any time should a significant threat to the human health or the environment arise.

During this 60-day period, Goodyear and the other PRPs are invited to participate in formal negotiations with EPA in an effort to reach a settlement to conduct or finance the response action at the Site. The 60-day negotiation period ends on September 28, 2021. The 60-day negotiation moratorium will be extended for an additional 60 days if PRPs provide EPA with a “good faith offer” to conduct or finance the response action and reimburse EPA for its costs incurred to date. If EPA determines that your proposal is not a “good faith offer,” you will be notified in writing of EPA’s decision to end the moratorium. If the moratorium is extended for an additional 60 days, negotiations will conclude on [insert date]. If settlement is reached between EPA and the PRPs within the 120-day negotiation moratorium, the settlement will be embodied in an ASAOC as discussed above.

If a “good faith offer” is not received within 60 days, or a timely settlement cannot be reached, EPA may take appropriate action at the Site, which may include either of the following options: (1) EPA may fund the remedial action and pursue a cost recovery claim under Section 107 of CERCLA, 42 U.S.C. § 9607, against Goodyear and/or the other PRPs; or (2) EPA may issue a Unilateral Administrative Order (UAO) to Goodyear and/or the other PRPs under Section 106(a) of CERCLA, 42 U.S.C. § 9606, requiring Goodyear or them to perform the work described in the ROD. If the recipients of a UAO refuse to comply with the UAO, EPA may pursue civil litigation against the recipients to require compliance.

Good Faith Offer

A proposed ASAOC is enclosed to assist you in developing a “good faith offer.”¹ As indicated, the 60-day negotiation moratorium triggered by this letter is extended for 60 days if the PRPs submit a “good faith offer” to EPA. A “good faith offer” to conduct or finance the remedial design is a written proposal that demonstrates your qualifications and willingness to perform such work and includes the following elements:

- A statement of your willingness and financial ability to implement the requirements of the ROD and proposed ASAOC and that provides a sufficient basis for further negotiation;

¹ This draft ASAOC is not currently binding on EPA and is subject to revision and approval by EPA and DOJ. It is based on the model ASAOC for remedial design, which is available at https://cfpub.epa.gov/compliance/models/view.cfm?model_ID=793.

- A demonstration of your technical capability to carry out the remedial design, including identification of the firm(s) that may actually conduct the work or a description of the process that will be undertaken to select the firm(s);
- A detailed statement of work or work plan identifying how you intend to proceed with the remedial design;
- A statement of your willingness to reimburse EPA for costs EPA will incur in overseeing your implementation of the remedial design;
- A response to the proposed ASAOC. If your offer contemplates modifications to the ASAOC, please make revisions or edits to the ASAOC and submit a version showing your proposed modifications to it;
- A list identifying each party on whose behalf the offer is being made, including name, address, and telephone number of each party;
- The name, address, and phone number of the party who will represent you in negotiations; and
- A redline/strikeout version of the draft ASAOC in Microsoft Word.

Demand for Reimbursement of Costs

With this letter, EPA is making a demand that you reimburse EPA for its costs incurred to-date and encourages you to voluntarily negotiate an ASAOC in which you and other PRPs agree to perform the remedial design.

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, EPA has already taken certain response actions and incurred certain costs in response to conditions at the Site, including costs associated with investigating the Site and listing it on the National Priorities List. EPA is seeking to recover from Goodyear and other PRPs at the Site its response costs and all the interest authorized to be recovered under Section 107(a) of CERCLA, 42 U.S.C. § 9607. To date, the approximate total response costs identified through June 11, 2021 for the Site are \$1,533,072.67. Under Section 107(a) of CERCLA, EPA hereby makes a demand for payment from Goodyear and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a). A summary of these costs is attached.

Some or all of the costs associated with this notice may be covered by current or past insurance policies issued to Goodyear. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether you should notify your insurance carrier(s) of this demand, you may wish to review current and past policies, beginning with the date of Goodyear's first contact with the Brine Service Company Superfund Site, up to the present. Coverage depends on many factors, such as the language of the particular policy and state law.

In the event that you file for protection in a bankruptcy court, you must include EPA as a creditor, because EPA has a potential claim against you. EPA reserves the right to file a proof of claim or application for reimbursement of administrative expenses.

PRP Steering Committee

To assist PRPs in negotiating with EPA concerning this matter, EPA is attaching to this letter a list of the names and addresses of other PRPs who are receiving this Notice also.

EPA recommends that all PRPs meet to select a steering committee responsible for representing the group's interests. EPA recognizes that the allocation of responsibility among PRPs may be difficult. If PRPs are unable to reach consensus among themselves, we encourage the use of the services of a neutral third party to help allocate responsibility. Third parties are available to facilitate negotiations. At the PRPs' request, EPA will provide a list of experienced third-party mediators or help arrange for a mediator.

Administrative Record

In accordance with Section 113 of CERCLA, 42 U.S.C. § 9613, EPA has established an Administrative Record containing the documents that serve as the basis for the EPA's selection of the appropriate response action for the Site, documented in the Record of Decision. This Administrative Record is located at Owen R. Hopkins Public Library 3202 McKinzie Rd, Corpus Christi, TX 78410 and Texas Commission on Environmental Quality, Central Records, Building E, Records Management, First Floor, 12100 Park 35 Circle, Austin, TX 78753 and on-line at <https://www.epa.gov/superfund/brine-service> and is available to the public for review. The Administrative Record is also available for review at the Superfund Records Center, EPA Region 6 Main Office, 1201 Elm Street, Suite 500, Dallas, Texas 75270, 800-887-6063. You may wish to review the Administrative Record to assist you in responding to this letter, but your review should not delay such response beyond the 60-day period provided by CERCLA.

PRP Response and EPA Contact Person

You are encouraged to contact EPA by August 13, 2021, to indicate your willingness to participate in future negotiations concerning this Site. You may respond individually or through a steering committee if such a committee has been formed. If EPA does not receive a timely response, EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with the Site, and that you have declined any involvement in performing the response activities.

Your response to this Special Notice Letter and the demand for costs included herein, including written proposals to perform the remedial design, should be sent to:

U.S. Environmental Protection Agency
Stephen Capuyan (SEDAE)
Enforcement Officer
1201 Elm Street, Dallas, Texas 75270
capuyan.stephen@epa.gov
(214) 665-2163

The factual and legal discussions in this letter are intended solely to provide notice and information, and such discussions are not to be construed as a final EPA position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by the conditions at the Site, EPA urges that you give immediate attention and prompt response to this letter. In addition, EPA has notified the

Federal Natural Resource Trustee² of its intention to perform or enter into negotiations for the performance of response actions at the Site.

If you have any technical questions regarding the Site, please contact Laura Stankosky, Remedial Project Manager, at (214) 665-7525 or stankosky.laura@epa.gov. If you have legal questions, please contact Leonard E. Schilling Jr., Assistant Regional Counsel, at (214) 665-7166 or schilling.leonard@epa.gov.

My staff and I look forward to working with you during the coming months.

Sincerely,



Digitally signed by BRENDA COOK
DN: c=US, o=U.S. Government,
ou=Environmental Protection Agency,
cn=BRENDA COOK,
0.9.2342.1.9200300.100.1.1=68001003655455
Date: 2021.07.30 13:19:52 -05'00'

for
Susan Webster, Chief
Technical and Enforcement Branch
Superfund Division

Attachments

² The Natural Resource Trustees are government agencies that have been given the authority to assess the injury to natural resources caused by the release of hazardous substances and to seek the restoration, replacement, or acquisition of equivalent natural resources. The Federal Natural Resource Trustees include the Departments of Agriculture, Commerce, Defense, Energy, and Interior. In addition, states and tribes are Natural Resource Trustees.

Enclosure A

Wingfoot Commercial Tire Systems, LLC
General Notice Letter Issued November 30, 2018
Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS TX 75202-2733

November 30, 2018

GENERAL NOTICE LETTER/104(e) INFORMATION REQUEST

URGENT LEGAL MATTER, PROMPT REPLY NECESSARY

CERTIFIED MAIL: RETURN RECEIPT REQUESTED – 7004 1160 003 0345 6192

Wingfoot Commercial Tire Systems, LLC
1134 South Navigation Boulevard
Corpus Christi, Texas 78405

Re: General Notice Letter and Information Request Pursuant to CERCLA Section 104(e), 42 U.S.C. § 9604(e), Information Request for the Brine Service Company Site in Corpus Christi, Nueces County, Texas

Dear Sir/Madam:

The purpose of this letter is to notify you of your potential liability at the Brine Service Company Superfund Site (Site) located in Corpus Christi, Nueces County, Texas. This letter also seeks your cooperation in providing information and documents relating to the contamination of the Site. Under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as the federal "Superfund" law, U.S. Environmental Protection Agency (EPA) is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. EPA has documented that such a release has occurred at the Site. EPA has spent, or is considering spending, public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available, EPA has determined that you may be responsible under CERCLA for cleanup of the Site or costs EPA has incurred in cleaning up the Site.

Site Background

The Site is located approximately 6.5 miles west of downtown Corpus Christi along the north side of IH-37 and east-northeast of the intersection at Goldston Road. Corpus Christi is situated along the southern Gulf Coast of Texas. The Site is in the Nueces-Rio Grande Basin and lies approximately 25 feet above sea level. The geodetic coordinates of the Site are 27°48'55.34" north latitude and 97°30'30.98" west longitude.

The Site is comprised of former waste disposal pits (north and south pits) located on property formerly owned and operated by Brine Service Company. A portion of the pit area reportedly received oil field wastes, such as drilling fluids, and/or refinery wastes from as early as 1946 through the 1960s. The Site was discovered in November 1997 when a trench was being excavated through a portion of the former

General Notice Letter/104(e) Information Request
Brine Service Company Site (06JY)

Brine Service Company property to install interconnecting pipelines between two nearby refineries. The Texas Natural Resource Conservation Commission (TNRCC) (predecessor agency to the Texas Commission on Environmental Quality (TCEQ)) documented that the bottom and sides of the trench were visibly stained and the ground water seeping into the excavation had a hydrocarbon sheen. Samples of the excavated soil had benzene concentrations as high as 79 milligrams per kilogram (mg/kg). Subsequent sampling of the pit area revealed the presence of metals, including barium, cadmium, chromium, lead, and mercury as well as several organic compounds.

Surface water drainage from the Site enters a drainage ditch located along the east side of the property (the East Ditch). The East Ditch travels north approximately ½ mile and empties into a wetland area known as Tule Lake. Tule Lake is a brackish shallow-water wetland area and is a Texas Parks and Wildlife sanctuary containing gulls, pelicans and other aquatic birds. Tule Lake is a habitat for several state-listed threatened species and is hydrologically connected to Corpus Christi Bay. Corpus Christi Bay is an estuarine subtidal area and has been nominated into the National Estuary Bay Program. The bay is used for recreational and commercial fishing.

Explanation of Potential Liability

Under CERCLA, specifically sections 106(a) and 107(a), potentially responsible parties (PRPs) may be required to perform cleanup actions to protect public health, welfare, or the environment. PRPs may also be responsible for costs incurred by EPA in cleaning up the Site, unless the PRP can show divisibility or any of the other statutory defenses. PRPs include current and former owners and operators of a site as well as persons who arranged for treatment and/or disposal of any hazardous substance found at a site, and persons who accepted hazardous substances for transport and selected a site to which hazardous substances were delivered.

Based on the information collected, EPA believes that you may be liable under section 107(a) of CERCLA with respect to the Brine Service Company Superfund Site, as a current or previous owner and/or operator of the Site. Specifically, Wingfoot Commercial Tire Systems, LLC (Wingfoot) or an affiliated entity, owns and/or operates a parcel on the Site and may have contributed to the contamination of the Site through the release or disposal of metals, including lead. *See* CD in Enclosure 1- Evidence of Potential Liability.

Site response actions and Site costs may include, but are not limited to, expenditures for conducting a remedial investigation/feasibility study (RI/FS), conducting a remedial design/remedial action, and other investigation, planning, response oversight, and enforcement activities. In addition, PRPs may be required to pay for damages for injury to, destruction of or loss of natural resources, including the cost of assessing such damages.

To date, EPA and the State of Texas have taken several response actions at the Site under the authority of the Superfund Program. Below is a brief description of the actions taken at the Site.

- EPA conducted a site inspection in September 2001.

- EPA placed the Site on the National Priorities List on September 5, 2002.
- A group of six PRPs signed an administrative order on consent on October 21, 2009, which required the group to perform an RI/FS. The RI/FS is ongoing.

Financial Concerns/Ability to Pay Settlements

EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within that category, please contact Stephen Capuyan at

United States Environmental Protection Agency Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733
(214) 665-2163
capuyan.stephen@epa.gov

for information on ability-to-pay settlements. In response, you will receive a package of information about the potential for such settlements and a form to fill out with information about your finances, and you will be asked to submit financial records including business [and personal] federal income tax returns. If EPA concludes that you have a legitimate inability to pay the full amount of EPA's costs, EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Also, please note that, because EPA has a potential claim against you, you must include EPA as a creditor if you file for bankruptcy. EPA reserves the right to file a proof of claim or an application for reimbursement of administrative expenses.

Information to Assist You

EPA would like to encourage communication between you, other PRPs, and EPA at the Site. To assist you in your efforts to communicate, please find the attached list of names and addresses of the PRPs who are conducting an RI/FS at the Site. In addition, EPA will establish an administrative record that contains documents that serve as the basis for EPA's selection of a cleanup action for the Site. The administrative record will be located at an information repository at or near the location of the response action and will be available to you and the public for inspection and comment. The administrative record also will be available for inspection and comment at the Superfund Records Center, EPA Region 6, 1445 Ross Avenue, Dallas, Texas 75202.

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, President Bush signed into law the Superfund Small

Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law via the Internet at:

<http://www.gpo.gov/fdsys/pkg/PLAW-107publ118/pdf/PLAW-107publ118.pdf>

and review EPA guidance regarding these exemptions at:

<http://www.epa.gov/compliance/resources/policies/cleanup/superfund>

EPA has created several helpful resources for small businesses. EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers, which offer various forms of resources to small businesses. You may inquire about these resources at <https://www.epa.gov/compliance/compliance-assistance-centers>. In addition, the EPA Small Business Ombudsman may be contacted at <https://www.epa.gov/resources-small-businesses/asbestos-small-business-ombudsman>. Finally, EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act (SBREFA), which is enclosed with this letter and available on the Agency's website at <http://www.epa.gov/compliance/small-business-resources-information-sheet>.

Response to Information Request

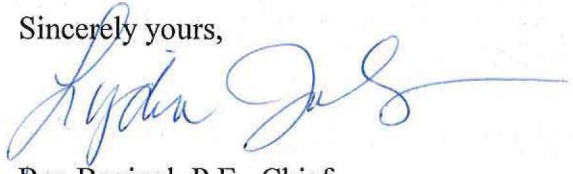
Pursuant to the authority of CERCLA Section 104(e), you are hereby requested to respond to the enclosed information request (Enclosure 2). Please mail your response within 30 calendar days of your receipt of this request to the following address:

Mr. Stephen Capuyan, Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Please give these matters your immediate attention and consider consulting with an attorney. If you or your attorney have any legal questions, please contact Leonard Schilling, Regional Counsel at (214) 665-7166. If you have any other questions regarding this letter, please contact Stephen Capuyan, Enforcement Officer at (214) 665-2163. Thank you for your prompt attention to this matter.

Also included in this letter to assist you are the Small Business Resource Fact Sheet as Enclosure 3 and the PRPs conducting the RI/FS as Enclosure 4.

Sincerely yours,



for Ben Banipal, P.E., Chief
Technical and Enforcement Branch
Superfund Division

Enclosures:

1. Evidence of Potential Liability (CD)
2. Information Request
3. Small Business Resource Fact Sheet
4. PRPs Conducting RI/FS

ENCLOSURE 1

BRINE SERVICE COMPANY SITE EVIDENCE OF POTENTIAL LIABILITY

See documents included in attached CD:

1. Final Remedial Investigation Report (SEMS 100010925)

Pgs. 57-58	Adjacent Land Use Summary
Pgs. 98-99	Surface and Subsurface Soils Summary
Pgs. 104-106	North Pit Soil Samples Summary
Pg. 108	Soil Investigations Summary
Pg. 234	Summary of North Pit Ecological Soil Data
Pg. 294	Parcel Map
Pg. 330	Lead Concentrations in Soil
Pg. 332	Selenium Concentrations in Soil
Pg. 1083	Photo Log

2. Brine-Wingfoot Tire Store Photolog

ENCLOSURE 2

BRINE SERVICE COMPANY SITE INFORMATION REQUEST

Under the authority of Section 104(e) of Superfund, EPA is requesting you to respond to the questions below and to provide any relevant information related to this Site. Relevant information may include information concerning the type and quantity of substances transported to or treated, stored, or disposed of at the Site and releases of hazardous substances at or from the Site.

If you have information about other parties who may have information which may assist the EPA in its investigation of the Site or may be responsible for the contamination at the Site, that information should be submitted within the time frame noted above.

Under Section 104(e)(2) of CERCLA, 42 U.S.C. § 9604(e)(2), EPA has broad information gathering authority which allows EPA to require persons to furnish information or documents relating to:

(A) the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at vessel or facility or transported to a vessel or facility; and,

(B) the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from a vessel or facility; and

(C) information relating to the ability of a person to pay for or to perform a cleanup.

While EPA seeks your cooperation in this investigation, compliance with the Information Request is required by law. Failure to respond fully and truthfully to the Information Request within thirty (30) calendar days of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended within. This statute permits EPA to seek the imposition of penalties of up to \$54,789 for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001.

Please be aware that your response may include information that you consider confidential business information. If you make a claim of confidentiality on any of the information you submit to EPA, you must prove that claim for each document.

Instructions on how to respond to the Questions are described below. Please send your response to this Information Request to Ms. Stephen Capuyan at the address in the letter.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501 et seq.

INSTRUCTIONS

1. Please provide a separate narrative response for each Question and subpart of a Question set forth in this Information Request.
2. Precede each answer with the Question (or subpart) and the number of the Question (and the letter of a subpart of a Question, if applicable) to which it corresponds.
3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, ***you must supplement*** your response to the U.S. Environmental Protection Agency (EPA). Moreover, should you find, at any time, after submission of your response, that any portion of the submitted information is false or misrepresents the truth, or, though correct when made, is no longer true, you must notify the EPA of this fact as soon as possible and provide the EPA with a corrected response.
4. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the Question (and the letter of a subpart of a Question, if applicable) to which it responds.
5. You may assert a business confidentiality claim covering part or all the information which you submit in response to this request. Any such claim must be made by placing on (or attaching to) the information, at the time it is submitted to the EPA, a cover sheet or a stamped or typed legend or other suitable form of notice employing language such as "trade secret," "proprietary," or "company confidential." Confidential portions of otherwise non-confidential documents should be clearly identified and may be submitted separately to facilitate identification and handling by the EPA. If you make such a claim, the information covered by that claim will be disclosed by the EPA only to the extent, and by means of the procedures, set forth in subpart B of 40 C.F.R. Part 2. If no such claim accompanies the information when it is received by the EPA, it may be made available to the public by the EPA without further notice to you. The requirements of 40 C.F.R. Part 2 regarding business confidentiality claims were published in the Federal Register on September 1, 1976, and were amended September 8, 1976, and December 18, 1985.
6. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy should be segregated from your responses, included on separate sheet(s), and marked as "Personal Privacy Information."
7. Objections to questions. If you have objections to some or all the questions within the Information Request Letter, you are still required to respond to each of the questions.

DEFINITIONS

The following definitions shall apply to the following words as they appear in this enclosure:

1. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
2. The term "any", as in "any documents" for example, shall mean "any and all."
3. The term "arrangement" means every separate contract or other agreement between two or more persons.
4. The terms "document(s)" and "documentation" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, telecopy, telefax, report, notice, message, analysis, comparison, graph, chart, map, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with the printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which is produced, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document and (e) every document referred to in any other document. The term "document" shall also mean any electronically stored information, including but not limited to emails, word processing files, spreadsheets, presentations, databases, geographic information system ("GIS") maps, computer-aided design files, scanned or digital photos, and scanned document images.
5. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business and personal addresses, email address(es), and telephone numbers, and present or last known job title, position or business. Also provide e-mail addresses.

6. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including, but not limited to, a sole proprietorship), to set forth its full name, address, and legal form (e.g. corporation [including state of incorporation], partnership, etc.), organization, if any, a brief description of its business, and to indicate whether or not it is still in existence and, if it is no longer in existence, to explain how its existence was terminated and to indicate the date on which it ceased to exist. Also provide e-mail addresses.
7. The term "identify" means, with respect to a document, to provide the type of document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), subject matter, the identity of the author, addressor, addressee and/or recipient, and the present location of such document.
8. The term "person" shall have the same definition as in Subsection 101 (21) of CERCLA, 42 U.S.C. § 9601 (21).
9. The term "Site" or "facility" shall mean and include the Brine Service Company Site in Corpus Christi, Texas.
10. The term "you" or "Respondent" shall mean the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, partners, successors and agents.
11. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
12. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 CFR Part 300 or 40 C.F.R. Parts 260-280, in which case the statutory or regulatory definitions shall apply.

QUESTIONS

1. Please provide Respondent's current legal name, Respondent's previous legal name(s), previous fictitious name(s), current phone number, and current fax number.
2. Does the Respondent wish to designate an individual for future correspondence from the U.S. Environmental Protection Agency that associates the Respondent to this Site? If yes, please provide the individual's name, address, telephone number, and fax number.
3. Please identify Wingfoot's corporate parent and all its corporate subsidiaries.
4. Identify the current owner and/or operator of the Site. State the dates during which the current owner and/or operator owned, operated or leased any portion of the Site and provide copies of all documents evidencing or relating to such ownership, operation or lease, including but not limited to purchase and sale agreements, deeds, leases, etc.
5. If you are the current owner and/or current operator, did you acquire or operate the Site or any portion of the Site after the disposal or placement of hazardous substances on, or at the Site? Describe all the facts on which you base the answer to the preceding question.
6. At the time you acquired or operated the Site, did you know or have reason to know that any hazardous substance was disposed of on, or at the Site? Describe all investigations of the Site you undertook prior to acquiring the Site and all the facts on which you base the answer to the preceding question.
7. Identify all prior owners of the Site. For each prior owner, further identify:
 - a. The dates of ownership;
 - b. All evidence showing that they controlled access to the Site; and
 - c. All evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at the Site during the period that they owned the Site.
8. Identify all prior operators of the Site, including lessors, of the Site, for each such operator, further identify:
 - a. The dates of operation;
 - b. The nature of prior operations at the Site;
 - c. All evidence that they controlled access to the Site; and
 - d. All evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the Site and/or its solid waste units during the period that they were operating the Site.

9. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.
10. Identify all federal, state and local authorities that regulated and/or interacted with Wingfoot with respect to the Site. Your response should include all interactions and contacts from agencies/departments that pertained to health and safety issues and environmental concerns.
11. Describe all occurrences associated with violations, citations, deficiencies and/or accidents concerning the Site since Wingfoot acquired or began operating at the Site. Provide copies of all documents associated with such an occurrence.
12. Provide all local, state and federal environmental permits ever granted for the Site or any part thereof (e.g., RCRA permits, NPDES permits, etc.).
13. Did Wingfoot ever file a Hazardous Waste Activity Notification under the Resource Conservation and Recovery Act (RCRA) for activities at the Site? If so, provide a copy of such notification.
14. Did Wingfoot ever have "interim status" under RCRA for activities at the Site? If so, and if Wingfoot does not currently have interim status, describe the circumstances under which Wingfoot lost interim status.
15. Provide information about the Site, including but not limited to the following:
 - a. Property boundaries, including a written legal description;
 - b. Location of underground pipelines;
 - c. Location of underground utilities (telephone, electrical, sewer, water main, etc.);
 - d. Surface structures (e.g., buildings, tanks, etc.);
 - e. Groundwater wells, including drilling logs;
 - f. Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s), and other underground structures; and where, when and how such systems are emptied;
 - g. Any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the site; and
 - h. All maps and drawings of the Site in your possession
16. Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.

17. Describe the acts or omissions of any persons other than your employees, agents or those persons with whom you had a contractual relationship, that may have caused the release or threat of release of hazardous substances at the Site and damages relating therefrom and identify such persons. In addition:
 - a. Describe all precautions that you took against foreseeable acts or omissions of any such third parties [including, but not limited to insert names if known, e.g., of prior owners, etc.] and the consequences that could foreseeably result from such acts or omissions.
 - b. Describe the care you exercised with respect to the hazardous substances found at the Site.
18. Identify all past and present solid waste management units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas, etc.) on the Site. For each such solid waste management unit, provide the following information:
 - a. A map showing the unit's boundaries and the location of all known solid waste management units whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;
 - b. The type of unit (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit;
 - c. The dates that the unit was in use;
 - d. The purpose and past usage (e.g., storage, spill containment, etc.);
 - e. The quantity and types of materials (hazardous substances and any other chemicals) located in each unit, and;
 - f. The construction (materials, composition), volume, size, dates of cleaning, and condition of each unit.
 - g. If unit is no longer in use, how was such unit closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.
19. Describe the conditions of the Site during the years Wingfoot operated at the Site. Your response should include, but not be limited to, the status of equipment (operating or dormant), general condition of the facility (e.g., leaking pipes, corroded drain or new piping installed), quality of maintenance (e.g., equipment in disrepair or inspected monthly), adherence to procedures (improper handling of chemicals, incomplete/absent policies, quality of supervision) and management of the Site.
20. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Site? In addition, identify:
 - a. When such releases occurred;
 - b. How the releases occurred (e.g. when the substances were being stored, delivered by a vendor, transported or transferred (to or from any tanks, drums, barrels, or recovery units), and treated).
 - c. The amount of each hazardous substances, pollutants, or contaminants so released;
 - d. Where such releases occurred;

- e. All activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release.
 - f. Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing undertaken; and
 - g. All persons with information relating to these releases.
21. Has any contaminated soil ever been excavated or removed from the Site? Unless the answer to the preceding question is anything besides an unequivocal "no", identify:
- a. Amount of soil excavated;
 - b. Location of excavation;
 - c. Manner and place of disposal and/or storage of excavated soil;
 - d. Dates of soil excavation;
 - e. Identity of persons who excavated or removed the soil;
 - f. Reason for soil excavation;
 - g. Whether the excavation or removed soil contained hazardous substances and why the soil contained such substances;
 - h. All analyses or tests and results of analyses of the soil that was removed from the Site;
 - i. All persons, including contractors, with information about (a) through (h) of this request.
22. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrology or air quality on or about the Site? If so, identify:
- a. What the nature and scope of these investigations will be;
 - b. The contractors or other persons that will undertake these investigations;
 - c. The purpose of the investigations;
 - d. The dates when such investigations will take place and be completed; and
 - e. Where on the Site such investigations will take place.
23. Describe the waste generation history of the Site, including all controlled and uncontrolled releases of compounds, reactants, products, waste, and any other substance. In your response list all releases by compound, the amount of release and the circumstances surrounding said release.
24. Describe the waste handling and disposal history of the Site, for all facilities and all operations, including but not limited to transportation, shipping and/or receiving, storage, manufacturing, research, quality control, waste containment, and waste disposal facilities since Wingfoot acquired or began operating at the Site. This description is to include the names, addresses and activities of waste disposal contractors, and copies of all supporting documents (manifests, invoices, contracts, etc.).
25. Describe all instances where the Wingfoot accepted waste from any company or person, or where Wingfoot accepted substances which could be considered hazardous and not useful in their present form. Your response should include the following:

- a. description of the waste sent to the Site;
- b. the types and quantity of the waste sent to the Site;
- c. the name of the person or company who transported the waste to the Site;
- d. the name of the person or company who sent the waste to the Site;
- e. the names of the person or company who originated the waste sent to the Site;
- f. the date(s) such wastes were sent to the Site;
- g. the state (i.e., liquid, solid, or gaseous) of the wastes sent to the Site, and the manner in which the wastes were stored or disposed (i.e., drummed or uncontained, placed in lagoons, landfilled, placed in piles, etc.);
- h. a description of what the Site would do with the waste once received;
- i. the reason which led you to believe that the waste received was indeed waste when received by the Site Operator.
- j. the names of all customers who would receive a finished product which was composed of any waste described in this question.

26. Describe all instances where the Site accepted substances which could be considered off-spec. "Off-spec" is intended to mean a substance that in its current form is not useful for its intended purpose. Off-spec materials are often experimental products and/or substances which did not live up to expectations; or product and/or substances which did not meet the level of quality required for its intended purpose, i.e. a contaminated batch of solvents. Your response is to include the following:

- a. a description of the substances sent to the Site;
- b. the types and quantity of the substances sent to the Site;
- c. the name of the person or company who transported the substances to the Site;
- d. the name of the person or company who sent the substances to the Site;
- e. the names of the person or company who originated the waste sent to the Site,
- f. the date(s) such substances were sent to the Site;
- g. the state (i.e., liquid, solid, or gaseous) of the substances sent to the Site, and the manner in which the substances were stored or disposed (i.e., drummed or uncontained, placed in lagoons, landfilled, placed in piles, etc.);
- h. a description of what the Site Operator would do with the substances once received;
- i. the reason which led you to believe that the substances received were off-spec in the form received by the Site.
- j. the names of all customers who would receive a finished product which was composed of any substances described in this question.

27. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:

- a. the document retention policy.
- b. a description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction.
- c. a description of the type of information that would have been contained in the documents.

- d. the name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents.
- e. the names and most current address of any person(s) who may possess documents relevant to this inquiry.

ENCLOSURE 3

**BRINE SERVICE COMPANY SITE
INFORMATION REQUEST**

SMALL BUSINESS RESOURCES FACT SHEET



U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

Small Business Programs

www.epa.gov/smallbusiness
EPA's Office of Small Business Programs (OSBP) advocates and fosters opportunities for direct and indirect partnerships, contracts, and sub-agreements for small businesses and socio-economically disadvantaged businesses.

EPA's Asbestos Small Business Ombudsman

www.epa.gov/sbo or 1-800-368-5888
The EPA Asbestos and Small Business Ombudsman (ASBO) serves as a conduit for small businesses to access EPA and facilitates communications between the small business community and the Agency.

EPA's Compliance Assistance Homepage

www2.epa.gov/compliance
This page is a gateway industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

EPA's Compliance Assistance Centers

www.assistancecenters.net
EPA's Compliance Assistance Centers provide information targeted to industries with many small businesses. They were developed in partnership with industry, universities and other federal and state agencies.

Agriculture

www.epa.gov/agriculture/

Automotive Recycling

www.ecarcenter.org

Automotive Service and Repair

ccar-greenlink.org/ or 1-888-GRN-LINK

Chemical Manufacturing

www.chemalliance.org

Construction

www.cicacenter.org or 1-734-995-4911

Education

www.campuserc.org

Food Processing

www.fpeac.org

Healthcare

www.hercenter.org

Local Government

www.lgean.org

Metal Finishing

www.nmfrc.org

Paints and Coatings

www.paintcenter.org

Printing

www.pneac.org

Ports

www.portcompliance.org

Transportation

www.tercenter.org

U.S. Border Compliance and Import/Export Issues

www.bordercenter.org

EPA Hotlines, Helplines and Clearinghouses

www2.epa.gov/home/epa-hotlines

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Some examples are:

Clean Air Technology Center (CATC) Info-line

www.epa.gov/ttn/catc or 1-919-541-0800

Superfund, TRI, EPCRA, RMP and Oil Information Center

www.epa.gov/superfund/contacts/infocenter/index.htm or 1-800-424-9346

EPA Imported Vehicles and Engines Public Helpline

www.epa.gov/otaq/imports or 734-214-4100

National Pesticide Information Center

www.npic.orst.edu/ or 1-800-858-7378

National Response Center

Hotline to report oil and hazardous substance spills - www.nrc.uscg.mil or 1-800-424-8802

Pollution Prevention Information Clearinghouse (PPIC) -

www.epa.gov/opptintr/ppic or 1-202-566-0799

Safe Drinking Water Hotline -

www.epa.gov/drink/hotline/index.cfm or 1-800-426-4791

Stratospheric Ozone Protection Hotline

www.epa.gov/ozone/comments.htm or 1-800-296-1996

Toxic Substances Control Act (TSCA) Hotline

tsc hotline@epa.gov or 1-202-554-1404

Small Entity Compliance Guides

<http://www.epa.gov/sbrefa/compliance-guides.html>

EPA publishes a Small Entity Compliance Guide (SECG) for every rule for which the Agency has prepared a final regulatory flexibility analysis, in accordance with Section 604 of the Regulatory Flexibility Act (RFA).

Regional Small Business Liaisons

<http://www.epa.gov/sbo/rsbl.htm>

The U.S. Environmental Protection Agency (EPA) Regional Small Business Liaison (RSBL) is the primary regional contact and often the expert on small business assistance, advocacy, and outreach. The RSBL is the regional voice for the EPA Asbestos and Small Business Ombudsman (ASBO).

State Resource Locators

www.envcap.org/statetools

The Locators provide state-specific contacts, regulations and resources covering the major environmental laws.

State Small Business Environmental Assistance Programs (SBEAPs)

www.epa.gov/sbo/507program.htm

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits.

EPA's Tribal Portal

www.epa.gov/tribalportal/

The Portal provides access to information on environmental issues, laws, and resources related to federally recognized tribes.

EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has two such policies that may apply to small businesses:

EPA's Small Business Compliance Policy

www2.epa.gov/enforcement/small-businesses-and-enforcement

This Policy offers small businesses special incentives to come into compliance voluntarily.

EPA's Audit Policy

www2.epa.gov/compliance/epas-audit-policy

The Policy provides incentives to all businesses that voluntarily discover, promptly disclose and expeditiously correct their noncompliance.

Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a SBREFA Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.

ENCLOSURE 4

**BRINE SERVICE COMPANY SITE
INFORMATION REQUEST**

PRPs CONDUCTING RI/FS

Anadarko E&P Company LP
1201 Lake Robbins Drive,
The Woodlands, Texas 77380

ConocoPhillips Company
600 N. Dairy Ashford
Houston, Texas 77079

EL Paso Merchant Energy-Petroleum
Company (Kinder Morgan)
1001 Louisiana Street, Suite 1000
Houston, Texas 77002

Hess Corporation
601 Jack Stephan Way
West Trenton, New Jersey 08628

Sunoco, Inc. (R&M) (Evergreen Resources Management Operations)
2 Righter Parkway, Suite 200
Wilmington, Delaware 19803

Texaco, Inc. (Chevron)
1400 Smith Street, #33133
Houston, Texas 77002

Enclosure B

Administrative Settlement Agreement
and Order on Consent for Remedial Design

Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

_____)	
IN THE MATTER OF:)	CERCLA Docket No. _____
)	
Brine Service Company Superfund Site)	
Corpus Christi, Texas)	
)	
[Names of Respondents])	
)	
)	
Respondents)	
)	
Proceeding Under Sections 104, 107, and)	ADMINISTRATIVE SETTLEMENT
122 of the Comprehensive, Environmental)	AGREEMENT AND ORDER ON
Response, Compensation, and Liability Act,)	CONSENT FOR REMEDIAL DESIGN
42 U.S.C. §§ 9604, 9607 and 9622)	
_____)	

**ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR
REMEDIAL DESIGN**

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (“Settlement”) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and **[insert names or attach list of Respondents]** (“Respondents”). This Settlement provides for the performance of a Remedial Design (RD) by Respondents and the payment of certain response costs incurred by the United States at or in connection with the “Brine Service Company Site” (the “Site”) generally located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Texas.

2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9607, and 9622 (CERCLA). This authority was delegated to the EPA Administrator on January 23, 1987 by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14C (Administrative Actions Through Consent Orders, Jan. 18, 2017) and 14-14D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). These authorities were further redelegated by the Regional Administrator of EPA Region 6 to the Director of the Superfund Division by Region 6 Delegation No. R6-14-14C (Administrative Actions through Consent Orders, January 17, 2017).

3. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the U.S. Fish & Wildlife Service on October 6, 2020 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Settlement.

4. EPA and Respondents recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings of Fact) and V (Conclusions of Law and Determinations) of this Settlement. Respondents agree to comply with and be bound by the terms of this Settlement and further agree that they will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

5. This Settlement is binding upon EPA and upon Respondents and their successors, and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent’s responsibilities under this Settlement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement. In the event of the insolvency or other failure of any Respondent to implement the requirements of this Settlement, the remaining Respondents shall complete all such requirements.

7. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Respondents to this Settlement.

8. Respondents shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing any Respondents with respect to the Site or the Work, and shall condition all contracts entered into under this Settlement on performance of the Work in conformity with the terms of this Settlement. Respondents or their contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement or its attached appendices, the following definitions shall apply:

“Affected Property” shall mean all real property at the Site and any other real property where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement the RD, including, but not limited to, the properties located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Texas.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement as provided in Section XXVI.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“TCEQ” shall mean the Texas Commission on Environmental Quality and any successor departments or agencies of the State.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section VIII (Property Requirements) including, but not limited to, cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, including, but not limited to, the amount of just compensation, ¶ 62 (Work Takeover), ¶ 15 (Emergencies and Releases), ¶ 86 (Access to Financial Assurance),] ¶ 16 (Community Involvement Plan (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e))), and the costs incurred by the United States in enforcing the terms of this Settlement, including all costs incurred in connection with Dispute Resolution pursuant to Section XIII (Dispute Resolution) and all litigation costs. Future Response Costs shall also include all Interim Response Costs, [and] all Interest on those Past Response Costs Respondents have agreed to pay under this Agreement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from October 1, 2000 to the Effective Date.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Interim Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs: (a) paid by the United States in connection with the Site between October 1, 2000 and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Non-Settling Owner” shall mean any person, other than a Respondent, that owns or controls any Affected Property, including [_____]. The clause “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“Owner Respondent” shall mean any Respondent that owns or controls any Affected Property, including [_____]. The clause “Owner Respondent’s Affected Property” means Affected Property owned or controlled by Owner Respondent.

“Paragraph” or “¶” shall mean a portion of this Settlement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA and Respondents.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through [____], plus Interest on all such costs through such date.

“Performance Standards” or “PS” shall mean the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to the Site, signed on August 31, 2020 by the Director of the Superfund and Emergency Management Division, EPA Region 6, and all attachments thereto. The ROD is attached as Appendix A.

“Remedial Action” or “RA” shall mean the remedial action selected in the ROD.

“Remedial Design” or “RD” shall mean those activities to be undertaken by Respondents to develop the final plans and specifications for the RA as stated in the SOW.

“Respondents” shall mean those Parties identified in Appendix [____].

“Section” shall mean a portion of this Settlement identified by a Roman numeral.

“Settlement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXIV (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

“Site” shall mean the Brine Service Company Superfund Site, encompassing approximately sixteen acres, located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Nueces County, Texas and depicted generally on the map attached as Appendix [____].

“Brine Service Company Special Account” shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and Administrative Order On Consent for Remedial Investigation/Feasibility Study dated October 27, 2009.

“Brine Service Company Future Response Costs Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“State” shall mean the State of Texas.

“Statement of Work” or “SOW” shall mean the document describing the activities Respondents must perform to implement the RD, which is attached as Appendix [____].

“Supervising Contractor” shall mean the principal contractor retained by Respondents to supervise and direct the implementation of the Work under this Settlement.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

“Work” shall mean all activities and obligations Respondents are required to perform under this Settlement, except those required by Section X (Record Retention).

IV. FINDINGS OF FACT

10. Based on available information and investigation, EPA has found:

a. The Site is located approximately 6.5 miles west of downtown Corpus Christi, northeast of the intersection of Interstate Highway 37 and Goldston Road (Appendix B - Site Map). Corpus Christi is situated along the southern Gulf Coast of Texas. The Site is in the Nueces-Rio Grande Coastal Basin and lies approximately 25 feet above sea level. The geodetic coordinates of the Site are 27°48'55.34 " north latitude and 97°30'30.98 "west longitude.

b. The Site is comprised of former waste disposal pits (North Pit and South Pit) located on property formerly owned and operated by Brine Service Company. The Site was discovered in November 1997 when a trench was being excavated through a portion of the former Brine Service Company property to install interconnecting pipelines between two nearby refineries. The Texas Natural Resource Conservation Commission (predecessor to the Texas Commission on Environmental Quality) documented that the bottom and sides of the trench were visibly stained and that ground water seeping into the excavation had a hydrocarbon sheen. Samples of the excavated soil had benzene concentrations as high as 79 milligrams per kilogram (mg/kg). Subsequent sampling of the pit area revealed the presence of metals, including barium, cadmium, chromium, lead, and mercury, as well as several organic compounds.

c. Prior to its use for waste disposal, the Brine Service Company property was quarried for sand and caliche. From the 1940s through the 1960s oil field (e.g., drilling fluids) and refinery waste were disposed of at the south pit. There is no documentation that the North Pit received wastes; however, it might have received runoff from the south pit. The south pit was backfilled in the early 1970s. The North Pit was backfilled between 1961 and 1968. There is no documentation that either of these pits was lined.

d. Surface water drainage from the Site enters a drainage ditch located along the east side of the property (the East Ditch). The ditch travels north approximately 1/2 mile and

empties into a wetland area known as Tule Lake. Tule Lake is a brackish shallow water wetland area and is a Texas Parks and Wildlife sanctuary containing gulls, pelicans, and other aquatic birds. Tule Lake is also a habitat for several State-Listed Threatened Species. Tule Lake flows into Corpus Christi Inner Harbor, which in turn flows into Corpus Christi Bay. Corpus Christi Bay is an estuarine subtidal area and has been nominated into the National Estuary Bay Program. The bay is used for recreational and commercial fishing. Land use surrounding the Site is commercial/industrial. The Nueces Occupational Medical Clinic is located to the north of the property. Three petrochemical refineries; Citgo, Valero, and Flint Hills are approximately 1/2 mile east, one mile east, and one mile northwest of the Site, respectively. Surface water downstream of the Site is saline and therefore not used for drinking. There are no domestic or public water supply wells within one mile of the Site. The nearest residential area is approximately 0.4 miles west-southwest of the Site. Because of the industrial nature of this area, additional residential development is improbable. The 1990 U.S. Bureau of Census data reports 27 housing units and 71 residents within a 1/2-mile radius of the Site.

e. EPA listed the Site on the National Priorities List (NPL) pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, on September 5, 2002, Vol. 67, No. 172.

f. In 2009, EPA entered into an Administrative Order on Consent for Remedial Investigation/Feasibility Study (RI/FS AOC) with six potentially responsible parties (RI/FS PRPs) that owned/operated nearby refineries and/or pipelines from which hazardous waste was disposed of at the Site. The RI/FS AOC required the potentially responsible parties to perform an RI/FS to determine the nature and extent of contamination at the Site.

g. According to the Remedial Investigation Report, hazardous substances detected in onsite soils include arsenic, lead, mercury, heptachlor epoxide, total polychlorinated biphenyls (PCBs), benzene, ethylbenzene, benzo(a)pyrene, 1-methylnaphthalene, arsenic, lead, selenium, mercury, bis(2-ethylhexyl)phthalate, 1-methylnaphthalene, naphthalene and methylene chloride. Hazardous substances detected in onsite groundwater include arsenic, alpha-BHC, beta-BHC, benzene, cobalt, cyanide, 4,4'-DDD, dieldrin, ethylbenzene, heptachlor, heptachlor epoxide, manganese, 3&4-methylphenol, and naphthalene. In addition, hazardous substances detected in the surface water and sediment in the East Ditch include aldrin, arsenic, and the PAHs (benz(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3) pyrene).

h. In 2017, a Baseline Human Health Risk Assessment (BHHRA) was completed for the Site. The BHHRA identified a potential unacceptable risk to current and future commercial/industrial receptors (e.g., construction workers) at the Site from exposure to groundwater during construction. In addition, a Screening Level Ecological Risk Assessment was completed for the Site that identified risks to ecological receptors from exposure to contaminants in the soil in the North and South pits.

i. In 2020, EPA issued a Record of Decision for the Site which set forth a Selected Remedy with the following components: 1) in situ solidification of sludge, soil, and waste in the South Pit area, 2) installation of single-component cap over materials in the South Pit area, 3) recovery of light non-aqueous phase liquid (LNAPL), 4) monitored natural attenuation of groundwater, 5) surface soil removal in the North Pit area, 6) operation and

maintenance of existing sediment cap in East Ditch, and 7) implementation and maintenance of institutional controls

j. Respondents include the following:

(1) Boomerang Corporation is the current owner of Lots 2-5 and part of Lot 8 at the Site.

(2) John Altaire Cole is the current co-owner of Lot 7 at the Site.

(3) The John Deric and Caitlyn O. Coil 1995 Irrevocable Trust is the current co-owner of Lot 7 of the Site.

(4) Robert R. Sanchez is the current owner of Lot 6 of the Site.

(5) Brine Service Company (BSC) is the previous owner/operator of a 1.81-acre parcel on the Site, including the South Pit area. From 1957 through the 1970s, BSC used this area as a disposal facility for oilfield/drilling and refinery wastes

(6) The Goodyear Tire and Rubber Company previously operated a tire repair/replacement business on Lot 3 when hazardous substances were disposed of at the Site.

(7) Anadarko E&P Company LP owned and operated a nearby refinery that sent waste to the Site for disposal.

(8) ConocoPhillips Company owned and operated a pipeline that sent waste to the Site for disposal.

(9) El Paso Merchant Energy-Petroleum Company owned and operated a nearby refinery that sent waste to the Site for disposal.

(10) Hess Corporation owned and operated a nearby refinery that sent waste to the Site for disposal.

(11) Sunoco, Inc. (R&M) owned and operated a nearby refinery that sent waste to the Site for disposal.

(12) Texaco, Inc owned and operated a pipeline that sent waste to the Site for disposal.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

11. Based on the Findings of Fact set forth above and the administrative record, EPA has determined that:

a. The Brine Service Company Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

(1) Respondent Boomerang Corporation is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(2) Respondent John Altaire Cole is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(3) Respondent the John Deric and Caitlyn O. Coil 1995 Irrevocable Trust is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(4) Respondent Robert R. Sanchez is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(5) Respondent Brine Service Company was the “owner(s)” and/or “operator(s)” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

(6) Respondent Goodyear Corporation was the “owner(s)” and/or “operator(s)” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

(7) Respondent Anadarko E&P Company LP arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(8) Respondent ConocoPhillips Company arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of

hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(9) Respondent El Paso Merchant Energy-Petroleum Company arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(10) Respondent Hess Corporation arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(11) Respondent Sunoco, Inc. (R&M) arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(12) Respondent Texaco, Inc. arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

e. The conditions described in ¶¶ 10.a-j of the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The RD required by this Settlement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

12. Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

VII. PERFORMANCE OF THE WORK

13. Coordination and Supervision

a. Project Coordinators.

(1) Respondents’ Project Coordinator must have sufficient technical expertise to coordinate the Work. Respondents’ Project Coordinator may not be an attorney representing any Respondent in this matter and may not act as the

Supervising Contractor. Respondents' Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

(2) EPA shall designate and notify Respondents of EPA's Project Coordinator and Alternate Project Coordinator. EPA may designate other representatives, which may include its employees, contractors and/or consultants, to oversee the Work. EPA's Project Coordinator/Alternate Project Coordinator will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the NCP. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when he or she determines that conditions at the Site constitute an emergency or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

(3) Respondents' Project Coordinators shall meet with EPA's Project Coordinator at least monthly.

b. **Supervising Contractor.** Respondents' proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ASQ/ANSI E4:2014, "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014).

c. **Procedures for Disapproval/Notice to Proceed**

(1) Respondents shall designate, and notify EPA, within ten (10) days after the Effective Date, of the name[s], title[s], contact information, and qualifications of Respondents' proposed Project Coordinator and Supervising Contractor, whose qualifications shall be subject to EPA's review for verification based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise) and do not have a conflict of interest with respect to the project.

(2) EPA shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, Respondents shall, within thirty (30) days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA shall issue a notice of disapproval or authorization to proceed regarding each supplemental proposed coordinator and/or contractor. Respondents may select any coordinator/contractor covered by an authorization to proceed and shall, within twenty one (21) days, notify EPA of Respondents' selection.

(3) Respondents may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 13.c(1) and 13.c(2).

14. **Performance of Work in Accordance with SOW.** Respondents shall develop the RD in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the Settlement or SOW shall be subject to approval by EPA in accordance with ¶ [6.5] (Approval of Deliverables) of the SOW.

15. **Emergencies and Releases.** Respondents shall comply with the emergency and release response and reporting requirements under ¶ [3.9] (Emergency Response and Reporting) of the SOW. Subject to Section XVI (Covenants by EPA), nothing in this Settlement, including ¶ [3.9] of the SOW, limits any authority of EPA: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. If, due to Respondents' failure to take appropriate response action under ¶ [3.9] of the SOW, EPA takes such action instead, Respondents shall reimburse EPA under Section XII (Payment of Response Costs) for all costs of the response action.

16. **Community Involvement.** If requested by EPA, Respondents shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, Section [2] (Community Involvement) of the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator. Costs incurred by EPA under this Section constitute Future Response Costs to be reimbursed under Section XII (Payments for Response Costs).

17. **Modification of SOW or Related Deliverables**

a. If EPA determines that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to carry out the RD, then EPA may notify Respondents of such modification. If Respondents object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Section XIII (Dispute Resolution).

b. The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if Respondents invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this Settlement, and Respondents shall implement all work required by such modification. Respondents shall incorporate the modification into the deliverable required under the SOW, as appropriate.

c. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Settlement.

VIII. PROPERTY REQUIREMENTS

18. **Agreements Regarding Access and Non-Interference.** Respondents shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by Respondents and the EPA, providing that

such Non-Settling Owner, and Owner Respondent shall, with respect to Owner Settling Respondent's Affected Property: (i) provide EPA, Respondents, and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the Settlement, including those activities listed in ¶ 18.a (Access Requirements); and (ii) refrain from using such Affected Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or that interferes with or adversely affects the implementation or integrity of the RD. Respondents shall provide a copy of such access and use restriction agreement(s) to EPA.

a. **Access Requirements.** The following is a list of activities for which access is required regarding the Affected Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring response actions;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as provided in the SOW;
- (7) Implementing the Work pursuant to the conditions set forth in ¶ 62 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondents or their agents, consistent with Section IX (Access to Information);
- (9) Assessing Respondents' compliance with the Settlement;
- (10) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement; and
- (11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property.

19. **Best Efforts.** As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Respondents would use so as to achieve the goal in a timely

manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access [and/or use restriction agreements], as required by this Section. If Respondents are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondents, or take independent action, in obtaining such access. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section XII (Payment of Response Costs).

20. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, Respondents shall cooperate with EPA’s efforts to secure and ensure compliance with such institutional controls.

21. In the event of any Transfer of the Affected Property, unless EPA otherwise consents in writing, Respondents shall continue to comply with their obligations under the Settlement, including their obligations to secure access.

22. **Notice to Successors-in-Title.** Owner Respondent shall, prior to entering into a contract to Transfer its Affected Property, or 60 days prior to Transferring its Affected Property, whichever is earlier: (a) Notify the proposed transferee that EPA has determined that an RD must be performed at the Site, that potentially responsible parties have entered into an Administrative Settlement Agreement and Order on Consent requiring implementation of such RD, (identifying the name, docket number, and the effective date of this Settlement); and (b) Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.

23. Notwithstanding any provision of the Settlement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

IX. ACCESS TO INFORMATION

24. Respondents shall provide to EPA, upon request, copies of all records, reports, documents and other information (including records, reports, documents and other information in electronic form) (hereinafter referred to as “Records”) within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

25. **Privileged and Protected Claims**

a. Respondents may assert all or part of a Record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with ¶ 25.b, and except as provided in ¶ 25.c.

b. If Respondents assert such a privilege or protection, they shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondents shall provide the Record to EPA [and the State] in redacted form to mask the privileged or protected portion only. Respondents shall retain all Records that they claim to be privileged or protected until EPA [and the State] has [have] had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

c. Respondents may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeological, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Settlement.

26. **Business Confidential Claims.** Respondents may assert that all or part of a Record provided to EPA under this Section or Section X (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Respondents assert business confidentiality claims. Records claimed as confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents.

27. Notwithstanding any provision of this Settlement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. RECORD RETENTION

28. Until 10 years after EPA provides notice pursuant to ¶ [3.11] of the SOW (Notice of Work Completion), that all work has been fully performed in accordance with this Settlement, Respondents shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to their liability under CERCLA with respect to the Site, provided, however, that Respondents who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each Respondent must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above, all non-identical copies of the last draft or

final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work, provided, however, that each Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

29. At the conclusion of the document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided for in ¶ 25 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA.

30. Each Respondent certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XI. COMPLIANCE WITH OTHER LAWS

31. Nothing in this Settlement limits Respondents' obligations to comply with the requirements of all applicable federal and state laws and regulations. Respondents must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Settlement, if approved by EPA, shall be considered consistent with the NCP.

32. **Permits.** As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(c)(3) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e. within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal, state, or local permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

33. Respondents may seek relief under the provisions of Section XIV (Force Majeure) for any delay in performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 32 (Permits) and required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XII. PAYMENT OF RESPONSE COSTS

34. **Payment for Past Response Costs**

a. Within 30 days after the Effective Date, Respondents shall pay to EPA \$[] for Past Response Costs. Respondent shall make payment to EPA by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number [] and the EPA docket number for this action.

For ACH payment:

Respondents shall make payment by Automated Clearinghouse (ACH) to:

500 Rivertech Court
Riverdale, Maryland 20737
Contact – John Schmid 202-874-7026 or REX, 1-866-234-5681
ABA = 051036706
Transaction Code 22 - checking
Environmental Protection Agency
Account 310006
CTX Format

and shall reference Site/Spill ID Number [] and the EPA docket number for this action.

For online payment:

Respondents shall make payment at <https://www.pay.gov> to the U.S. EPA account in accordance with instructions to be provided to Respondents by EPA.

b. At the time of payment, Respondents shall send notice that payment has been made to EPA Region 6 Remedial Project Manager for the Site at 1201 Elm Street, Dallas, Texas 75202, and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov, or by mail to

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number [] and the EPA docket number for this action.

c. **Deposit of Past Response Costs Payments.** The total amount to be paid by Respondents pursuant to ¶ 34.a shall be deposited by EPA in the Brine Service Company Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

35. **Payments for Future Response Costs.** Respondents shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. **Periodic Bills.** On a periodic basis, EPA will send Respondents a bill requiring payment that includes a summary of direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondents shall make all payments within 30 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in ¶ 37 (Contesting Future Response Costs), and in accordance with ¶¶ 34.a and 34.b (instructions for Past Response Costs payments).

b. **Deposit of Future Response Costs Payments.** The total amount to be paid by Respondents pursuant to ¶ 35.a (Periodic Bills) shall be deposited by EPA in the Brine Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Brine Service Company Superfund Site Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum.

36. **Interest.** In the event that any payment for Past Response Costs or Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XV (Stipulated Penalties).

37. **Contesting Future Response Costs.** Respondents may initiate the procedures of Section XIII (Dispute Resolution) regarding payment of any Future Response Costs billed under ¶ 35 (Payments for Future Response Costs) if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Respondents shall submit a Notice of Dispute in writing to the EPA Project Coordinator within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondents submit a Notice of Dispute, Respondents shall within

the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA in the manner described in ¶ 35, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC) and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in ¶ 35. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in ¶ 35. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XIII. DISPUTE RESOLUTION

38. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

39. **Informal Dispute Resolution.** If Respondents object to any EPA action taken pursuant to this Settlement, including billings for Future Response Costs, they shall send EPA a written Notice of Dispute describing the objection(s) within fourteen (14) days after such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have twenty (20) days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

40. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, Respondents shall, within twenty (20) days after the end of the Negotiation Period, submit a statement of position to EPA. EPA may, within twenty (20) days thereafter, submit a statement of position. Thereafter, the [Chief of the EPA Region 6 Assessment and Enforcement Branch] will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

41. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this Settlement, except as provided by ¶ 37 (Contesting Future Response Costs), as agreed by EPA.

42. Except as provided in ¶ 52, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XV (Stipulated Penalties).

XIV. FORCE MAJEURE

43. “Force Majeure” for purposes of this Settlement is defined as any event arising from causes beyond the control of Respondents, of any entity controlled by Respondents, or of Respondents’ contractors that delays or prevents the performance of any obligation under this Settlement despite Respondents’ best efforts to fulfill the obligation. The requirement that Respondents exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. “Force majeure” does not include financial inability to complete the Work or increased cost of performance.

44. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondents intend or may intend to assert a claim of force majeure, Respondents shall notify the EPA Project Coordinator orally or, in his or her absence, EPA’s Alternate Project Coordinator or, in the event both of EPA’s designated representatives are unavailable, the Director of the Superfund and Emergency Management Division, EPA Region 6, within seven (7) days of when Respondents first knew that the event might cause a delay. Within thirty (30) days thereafter, Respondents shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents’ rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondents shall be deemed to know of any circumstance of which Respondents, any entity controlled by Respondents, or Respondents’ contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 43 and whether Respondents have exercised their best efforts under ¶ 43, EPA may, in its unreviewable discretion, excuse in writing Respondents’ failure to submit timely or complete notices under this Paragraph.

45. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

46. If Respondents elect to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), they shall do so no later than fifteen (15) days after receipt of EPA's notice. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of ¶¶ 43 and 44. If Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Settlement identified to EPA.

47. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Respondents from meeting one or more deadlines under the Settlement, Respondents may seek relief under this Section.

XV. STIPULATED PENALTIES

48. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in ¶¶ 49.a and 50 for failure to comply with the obligations specified in ¶¶ 49.a and 50, unless excused under Section XIV (Force Majeure). "Comply" as used in the previous sentence includes compliance by Respondents with all applicable requirements of this Settlement, within the deadlines established under this Settlement. If (i) an initially submitted or resubmitted deliverable contains a material defect and the conditions are met for modifying the deliverable under ¶ 6.5(a)(2) of the SOW; or (ii) a resubmitted deliverable contains a material defect; then the material defect constitutes a lack of compliance for purposes of this Paragraph.

49. Stipulated Penalty Amounts: Payments, Financial Assurance, Major Deliverables, and Other Milestones.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with any obligation identified in ¶ 49.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$1,000	1st through 14th day
\$1,500	15th through 30th day

\$5,000

31st day and beyond

b. Obligations

(1) Payment of any amount due under Section XII (Payment of Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section XXIII (Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Future Response Costs under ¶ 37 (Contesting Future Response Costs).

50. **Stipulated Penalty Amounts: Other Deliverables.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables required by this Settlement, other than those specified in ¶ 49.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$400	1st through 14th day
\$500	15th through 30th day
\$1,200	31st day and beyond

51. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 62 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of \$100,000. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under ¶¶ 62 (Work Takeover) and 86 (Access to Financial Assurance).

52. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period, and shall be paid within 15 days after the agreement or the receipt of EPA's decision. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ [6.5] (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the Director of the Superfund and Emergency Management Division under Section XIII (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

53. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

54. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the Dispute Resolution procedures under Section XIII (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with ¶ 35 (Payments for Future Response Costs).

55. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 52 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 54 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

56. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement.

57. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of a willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 62 (Work Takeover).

58. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement.

XVI. COVENANTS BY EPA

59. Except as provided in Section XVII (Reservation of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of

their obligations under this Settlement. These covenants extend only to Respondents and do not extend to any other person.

XVII. RESERVATIONS OF RIGHTS BY EPA

60. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

61. The covenants set forth in Section XVI (Covenants by EPA) above do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. liability for failure by Respondents to meet a requirement of this Settlement;
- b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for violations of federal or state law that occur during or after implementation of the Work;
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as Future Response Costs under this Settlement.

62. Work Takeover

a. In the event EPA determines that Respondents: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an

endangerment to human health or the environment, EPA may issue a written notice (“Work Takeover Notice”) to Respondents. Any Work Takeover Notices issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondents a period of 10 days within which to remedy the circumstances giving rise to EPA’s issuance of such notice.

b. If, after expiration of the 10-day notice period specified in ¶ 62.a Respondents have not remedied to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary (“Work Takeover”). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 62.b. Funding of Work Takeover costs is addressed under ¶ 86 (Access to Financial Assurance).

c. Respondents may invoke the procedures set forth in ¶ 40 (Formal Dispute Resolution) to dispute EPA’s implementation of a Work Takeover under ¶ 62.b. However, notwithstanding Respondents’ invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under ¶ 62.b until the earlier of (1) the date that Respondents remedy, to EPA’s satisfaction, the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with ¶ 40 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XVIII. COVENANTS BY RESPONDENTS

63. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, and this Settlement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Work, Past Response Costs, Future Response Costs, and this Settlement;

c. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State of Texas Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

64. Except as expressly provided in ¶ 67 (Waiver of Claims by Respondents), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XVII (Reservations of

Rights by EPA), other than in ¶ 61.a (liability for failure to meet a requirement of the Settlement), 61.d (criminal liability), or 61.e (violations of federal/state law during or after implementation of the Work), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

65. Nothing in this Settlement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S. C. § 9611, or 40 C.F.R. § 300.700(d).

66. Respondents reserve, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

67. **Waiver of Claims by Respondents**

a. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA § 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. **Exceptions to Waivers**

(1) The waivers under this ¶ 67 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person

otherwise covered by such waiver[s] if such person asserts a claim or cause of action relating to the Site against such Respondent.

(2) The waiver under ¶ 67.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver, if EPA determines that: (i) that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise.

XIX. OTHER CLAIMS

68. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

69. Except as expressly provided in ¶ 67 (Waiver of Claims by Respondents) and Section XVI (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

70. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XX. EFFECT OF SETTLEMENT/CONTRIBUTION

71. Except as provided in ¶ 67 (Waiver of Claims by Respondents), nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement. Except as provided in Section XVIII (Covenants by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response

action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

72. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement. The “matters addressed” in this Settlement are the Work, Past Response Costs, and Future Response Costs.

73. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

74. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

75. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XVI (Covenants by EPA).

76. Effective upon signature of this Settlement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by ¶ 34 (Payment for Past Response Costs) and, if any, Section XV (Stipulated Penalties) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in ¶ 72 and that, in any action brought by the United States related to the “matters addressed,” such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

XXI. INDEMNIFICATION

77. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Respondents as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, employees, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this Settlement. Further, Respondents agree to pay the United States all costs it incurs, including, but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement. The United States shall not be held out as a party to any contract entered into, by, or on behalf of Respondents in carrying out activities pursuant to this Settlement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

78. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

79. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made, or to be made, to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of, any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXII. INSURANCE

80. No later than fifteen (15) days before commencing any on-site Work, Respondents shall secure, and shall maintain until the first anniversary after issuance of Notice of Work Completion pursuant to ¶ [3.11] of the SOW, commercial general liability insurance with limits of liability of \$1 million per occurrence, and automobile insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents pursuant to this Settlement. In addition, for the duration of the Settlement, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such certificates and copies of

policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to EPA under this Paragraph identify the Brine Service Company, Corpus Christi, Texas and the EPA docket number for this action.

XXIII. FINANCIAL ASSURANCE

81. In order to ensure the completion of the Work, Respondents shall secure financial assurance, initially in the amount of [\$500,000] ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. Respondents may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

- a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;
- c. a trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;
- d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;
- e. A demonstration by a Respondent that it meets the financial test criteria of ¶ 83, accompanied by a standby funding commitment, which obligates the affected Respondent to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or
- f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of ¶ 83.

82. Respondents shall, within thirty (30) days of the Effective Date, obtain EPA's approval of the form of Respondents' financial assurance. Within 30 days of such approval, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the EPA Region 6 Chief of the Enforcement and Cost Recovery Branch at 1201 Elm Street, Dallas, Texas 75270.

83. Respondents seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 81.e or 81.f, must, within 30 days of the Effective Date:

a. Demonstrate that:

(1) The affected Respondent or guarantor has:

- i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
- ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

(2) The affected Respondent or guarantor has:

- i. A current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
- ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and

- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

b. Submit to EPA for the affected Respondent or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance - Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>.

84. Respondents providing financial assurance by means of a demonstration or guarantee under ¶ 81.e or 81.f must also:

a. Annually resubmit the documents described in ¶ 83.83.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

b. Notify EPA within 30 days after the affected Respondent or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in ¶ 83.83.b; EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

85. Respondents shall diligently monitor the adequacy of the financial assurance. If any Respondent becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Respondent shall notify EPA of such information within seven (7) days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected Respondent of such determination. Respondents shall, within thirty (30) days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Respondent, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed sixty (60) days. Respondents shall follow the procedures of ¶ 87 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

86. Access to Financial Assurance

a. If EPA issues a notice of implementation of a Work Takeover under ¶ 62.b, then, in accordance with any applicable financial assurance mechanism and/or related standby funding commitment, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 86.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and the affected Respondent fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 86.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 62.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 81.e or 81.f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within thirty (30) days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 86 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Brine Service Company Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this ¶ 86 must be reimbursed as Future Response Costs under Section XII (Payments for Response Costs).

87. Modification of Amount, Form, or Terms of Financial Assurance.

Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 82, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement or written decision resolving such dispute under Section XIII (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request

submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 82.

88. Release, Cancellation, or Discontinuation of Financial Assurance.

Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Notice of Work Completion under ¶ [3.11] of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XIII (Dispute Resolution)].

XXIV. INTEGRATION/APPENDICES

89. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement: Appendices A-D.

- a. Appendix A is the ROD.
- b. Appendix B is the SOW.
- c. Appendix C is the description and/or map of the Site.
- d. Appendix D is the complete list of Respondents.

XXV. MODIFICATION

90. The EPA Project Coordinator may modify any plan, schedule, or SOW in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the EPA Project Coordinator's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the parties.

91. If Respondents seek permission to deviate from any approved work plan, schedule, or SOW, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the EPA Project Coordinator pursuant to ¶ 90.

92. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding any deliverable submitted by Respondents

shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXVI. EFFECTIVE DATE

93. This Settlement shall be effective the day the Settlement is signed by the Regional Administrator or his/her designee.

IT IS SO AGREED AND ORDERED;

U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated

[Name]
Regional Administrator (or designee/delegatee), Region 6

Signature Page for Settlement regarding the Brine Service Company Superfund Site

FOR _____ :
[Print name of Respondent]

Dated

[Name]
[Title]
[Company]
[Address]

REMEDIAL DESIGN

STATEMENT OF WORK

BRINE SERVICE COMPANY SUPERFUND SITE

Corpus Christi, Nueces County, State of Texas

EPA Region 6

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1. INTRODUCTION

1.1 Purpose of the SOW. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work.

1.2 Structure of the SOW

- Section 2 (Community Involvement) sets forth EPA's and Respondents' responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the RD, which includes the submission of specified primary deliverables.
- Section 4 (General Requirements) sets forth Respondents' obligations regarding implementation of general requirements.
- Section 5 (Reporting) sets forth Respondents' reporting obligations.
- Section 6 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding Respondents' submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables.
- Section 7 (Schedules) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RD.
- Section 8 (State Participation) addresses State participation.
- Section 9 (References) provides a list of references, including URLs.

1.3 The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Administrative Settlement Agreement and Order on Consent ("Settlement"), have the meanings assigned to them in CERCLA, in such regulations, or in the Settlement, except that the term "Paragraph" or "¶" means a paragraph of the SOW, and the term "Section" means a section of the SOW, unless otherwise stated.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

- (a) EPA has the lead responsibility for developing and implementing community involvement activities at the Site. Previously, during the RI/FS phase, EPA developed a Community Involvement Plan (CIP) for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities during the Work that are not already addressed or provided for in the existing CIP.
- (b) If requested by EPA, Respondents shall participate in community involvement activities, including participation in (1) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings, community meetings, and informational sessions that may be held or sponsored by EPA to

explain activities at or relating to the Site. Respondents' support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. EPA may describe in its CIP Respondents' responsibilities for community involvement activities. All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight. Upon EPA's request, Respondents shall establish a community information repository at or near the Site to house one copy of the administrative record.

- (c) **Logistics and Presentation Support:** Respondents shall assist EPA in selecting and reserving meeting space for EPA to hold community meetings, and with the logistics for such events. This requirement includes helping to set up the seating arrangements, tables, presentation equipment, and any visual displays and then take down such arrangements after the meetings. Respondents shall also prepare presentation materials/handouts (e.g., transparencies, slides, and/or handouts) as instructed by EPA. Such materials/handouts shall be approved by EPA before distribution or use.
- (d) **Technical Support:** Respondents shall provide technical support for community relations, including community meetings. This support may include preparing technical input to news releases, briefing materials and other community relations vehicles, arranging for Site tours upon request, and helping EPA to coordinate with local agencies as requested.
- (e) **Fact Sheet Preparation Support:** Respondents shall help EPA prepare fact sheets that inform the public about activities related to the Work, schedules for the Work, field investigations, construction, measures to be taken to protect the community, provisions for responding to emergency releases and spills, any potential inconveniences such as excess traffic and noise that may affect the community during the performance of the Work, and other topics as required by EPA. EPA will determine the final content of all fact sheets related to the Work.
- (f) **Information Repository Support:** Respondents shall support EPA in maintaining the Site information repositories by providing hard and/or electronic copies of all documents related to the Work to the repositories as directed by EPA. Respondents shall periodically visit the Site repository at EPA's request to verify that Site related documents are being maintained and available for review by the public.
- (g) **Respondents' CI Coordinator.** If requested by EPA, Respondents shall, within fifteen (15) days, designate and notify EPA of Respondents' Community Involvement Coordinator (Respondents' CI Coordinator). Respondents may hire a contractor for this purpose. Respondents' notice must include the name, title, and qualifications of the Respondents' CI Coordinator. Respondents' CI Coordinator is responsible for providing support regarding EPA's community involvement

activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

3. REMEDIAL DESIGN

3.1 RD Work Plan. Respondents shall submit a Remedial Design (RD) Work Plan (RDWP) for EPA approval. The RDWP must include:

- (a) Plans for implementing all RD activities identified in this SOW, in the RDWP, or required by EPA to be conducted to develop the RD;
- (b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;
- (c) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the Remedial Action (RA) as necessary to implement the Work;
- (d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
- (e) Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);
- (f) Description of any proposed pre-design investigation;
- (g) Description of any proposed treatability study or pilot study;
- (h) Descriptions of any applicable permitting requirements and other regulatory requirements;
- (i) Description of plans for obtaining access in connection with the Work, such as property acquisition, property leases, and/or easements; and
- (j) The following supporting deliverables described in ¶ 6.6 (Supporting Deliverables): Health and Safety Plan; Emergency Response Plan; Field Sampling Plan; and Quality Assurance Project Plan.

3.2 Respondents shall meet regularly with EPA to discuss design issues as necessary, as directed or determined by EPA.

3.3 Pre-Design Investigation. The purpose of the Pre-Design Investigation (PDI) is to address data gaps by conducting additional field investigations.

- (a) **PDI Work Plan.** Respondents shall submit a PDI Work Plan (PDIWP) for EPA approval. The PDIWP must include:
 - (1) An evaluation and summary of existing data and description of data gaps;

- (2) A sampling plan including media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples; and
 - (3) Cross references to quality assurance/quality control (QA/QC) requirements set forth in the Quality Assurance Project Plan (QAPP) as described in ¶ 6.6(d).
- (b) Following the PDI, Respondents shall submit a PDI Evaluation Report. This report must include:
 - (1) Summary of the investigations performed;
 - (2) Summary of investigation results;
 - (3) Summary of validated data (i.e., tables and graphics);
 - (4) Data validation reports and laboratory data reports;
 - (5) Narrative interpretation of data and results;
 - (6) Results of statistical and modeling analyses;
 - (7) Photographs documenting the work conducted; and
 - (8) Conclusions and recommendations for RD, including design parameters and criteria.
- (c) EPA may require Respondents to supplement the PDI Evaluation Report and/or to perform additional pre-design studies.

3.4 Pilot Study

- (a) Respondents shall perform a Pilot Study (PS) for the purpose of finalizing the reagents and mixing methodology planned for treating light non-aqueous phase liquid (LNAPL) and sludge and/or reworked soil/waste. Field studies utilizing techniques to identify areas with hydrocarbons present above residual saturation can provide data for the placement of LNAPL recovery wells and for the limits of solidification. A pilot test for solidification technology could be implemented to determine the ratio of the reagent components and sludge that would best meet an unconfined compressive strength (UCS) performance criterion and to evaluate the mixing approach.
- (b) Respondents shall submit a PS Work Plan (PSWP) for EPA approval. Respondents shall prepare the PSWP in accordance with EPA's *Guide for Conducting Treatability Studies under CERCLA, Final* (Oct. 1992), as supplemented for RD by the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995).

- (c) Following completion of the PS, Respondents shall submit a PS Evaluation Report for EPA comment.
- (d) EPA may require Respondents to supplement the PS Evaluation Report and/or to perform additional treatability studies.

3.5 Preliminary (30%) RD. Respondents shall submit a Preliminary (30%) RD for EPA's comment. The Preliminary RD must include:

- (a) A design criteria report, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995);
- (b) Preliminary drawings and specifications;
- (c) Descriptions of permit requirements, if applicable;
- (d) Preliminary Operation and Maintenance (O&M) Plan and O&M Manual;
- (e) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's *Principles for Greener Cleanups* (Aug. 2009);
- (f) A description of monitoring and control measures to protect human health and the environment, such as air monitoring and dust suppression, during the RA; and
- (g) Updates of all supporting deliverables required to accompany the RDWP and the following additional supporting deliverables described in ¶ 6.6 (Supporting Deliverables): Field Sampling Plan; Quality Assurance Project Plan; Site Wide Monitoring Plan; Construction Quality Assurance/Quality Control Plan; Transportation and Off-Site Disposal Plan; O&M Plan; O&M Manual; and Institutional Controls Implementation and Assurance Plan.

3.6 Intermediate (60%) RD. Respondents shall submit the Intermediate (60%) RD for EPA's comment. The Intermediate RD must: (a) be a continuation and expansion of the Preliminary RD; (b) address EPA's comments regarding the Preliminary RD; and (c) include the same elements as are required for the Preliminary (30%) RD.

3.7 Pre-Final (95%) RD. Respondents shall submit the Pre-final (95%) RD for EPA's comment. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address EPA's comments regarding the Intermediate RD. The Pre-final RD will serve as the approved Final (100%) RD if EPA approves the Pre-final RD without comments. The Pre-final RD must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a registered professional engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's MasterFormat 2020 Edition;

- (b) A survey and engineering drawings showing existing Site features, such as elements, property borders, easements, and Site conditions;
- (c) Pre-Final versions of the same elements and deliverables as are required for the Preliminary/Intermediate RD;
- (d) A specification for photographic documentation of the RA; and
- (e) Updates of all supporting deliverables required to accompany the Preliminary (30%) RD.

3.8 Final (100%) RD. Respondents shall submit the Final (100%) RD for EPA approval. The Final RD must address EPA's comments on the Pre-final RD and must include final versions of all Pre-final RD deliverables.

3.9 Emergency Response and Reporting

- (a) **Emergency Response and Reporting.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 3.8) orally; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.
- (b) **Release Reporting.** Upon the occurrence of any event during performance of the Work that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondents shall immediately notify the authorized EPA officer orally.
- (c) The "authorized EPA officer" for purposes of immediate oral notifications and consultations under ¶ 3.9(a) and ¶ 3.9(b) is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or the EPA [Emergency Response Unit], Region __ (if neither EPA Project Coordinator is available).
- (d) For any event covered by ¶ 3.9(a) and ¶ 3.9(b), Respondents shall: (1) within [14] days after the onset of such event, submit a report to EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to EPA describing all actions taken in response to such event.
- (e) The reporting requirements under ¶ 3.9. are in addition to the reporting required by CERCLA § 103 or EPCRA § 304

3.10 Off-Site Shipments

- (a) Respondents may ship hazardous substances, pollutants, and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Respondents obtain a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).
- (b) Respondents may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide notice to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator. This notice requirement will not apply to any off-Site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondents also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondents shall provide the notice as soon as practicable after the award of the contract and before the Waste Material is shipped.
- (c) Respondents may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, *EPA's Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the ROD. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 CFR § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

3.11 Notice of Work Completion

- (a) When EPA determines, after EPA's review of the Final 100% RD under ¶ 3.8! (Final (100%) RD), that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations as provided in ¶ 3.11(c), EPA will provide written notice to Respondents. If EPA determines that any such Work has not been completed in accordance with this Settlement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RD Work Plan if appropriate in order to correct such deficiencies.
- (b) Respondents shall implement the modified and approved RD Work Plan and shall submit a modified Final 100% Report for EPA approval in accordance with the EPA notice. If approved, EPA will issue the Notice of Work Completion.

- (c) Issuance of the Notice of Work Completion does not affect the following continuing obligations: (1) obligations under Sections [VIII] (Property Requirements), (2) [IX] (Access to Information), and [X] (Record Retention of the Settlement, and (3) reimbursement of EPA's Future Response Costs under Section [XII] (Payment of Response Costs) of the Settlement.

4. GENERAL REQUIREMENTS

- 4.1 **Safety Equipment:** Respondents shall provide personal protective equipment needed for EPA personnel and any oversight officials to perform their oversight duties, as needed.
- 4.2 **Communication:** The Respondents' Project Coordinator shall communicate and hold at least weekly meetings with the EPA Project Coordinator, either in face-to-face meetings, through conference calls, or through electronic mail, unless otherwise agreed to in writing. The Respondents Project Coordinator shall invite the TCEQ Project Coordinator to participate in those weekly meetings or calls with EPA and shall copy the TCEQ Project Coordinator on all emails to EPA regarding weekly meetings. The Respondent's Project Coordinator shall document all decisions that are made in those meetings and conversations and forward this documentation, which may be in the form of an email, to EPA and TCEQ within five working days of the meeting or conversation.
- 4.3 **Attendance at Meetings:** Respondents shall attend periodic project meetings as requested by EPA, unless otherwise agreed to in writing or through e-mail. Such meetings and events shall be attended by at least one representative of EPA, EPA's Oversight Contractor (as needed), and TCEQ. Respondents shall coordinate all meetings, site visits, and conference call meetings with the EPA and TCEQ Project Coordinators (or designees). Respondents shall also attend all Work-related meetings at the Site with EPA, unless otherwise agreed in writing or through e-mail. Respondents shall provide documentation of all final decisions made at each meeting to EPA within five (5) working days following the meeting. Respondents shall invite EPA and TCEQ to each project meeting it holds with its contractors and subcontractors in the field.

5. REPORTING

- 5.1 **Progress Reports.** Respondents shall submit progress reports to EPA on a monthly basis, or as otherwise requested by EPA, from the date of receipt of EPA's approval of the RD Work Plan until issuance of the Notice of Work Completion pursuant to ¶ 3.11, unless otherwise directed in writing by EPA's Project Coordinator. The reports must cover all activities that took place during the prior reporting period, including:
 - (a) The actions that have been taken toward achieving compliance with the Settlement;
 - (b) A summary of all results of sampling, tests, and all other data received or generated by Respondents;
 - (c) A description of all deliverables that Respondents submitted to EPA;

- (d) A description of all activities scheduled for the next six weeks;
- (e) Information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) A description of any modifications to the work plans or other schedules that Respondents have proposed or that have been approved by EPA; and
- (g) A description of all activities undertaken in support of the Community Involvement Plan (CIP) during the reporting period and those to be undertaken in the next six weeks.

5.2 Notice of Progress Report Schedule Changes. If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 5.1(d), changes, Respondents shall notify EPA of such change at least 7 days before performance of the activity.

6. DELIVERABLES

6.1 Applicability. Respondents shall submit deliverables for EPA approval or for EPA comment as specified in the SOW. If neither is specified, the deliverable does not require EPA's approval or comment. Paragraphs 6.2 (In Writing) through 6.4 (Technical Specifications) apply to all deliverables. Paragraph 6.5 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval.

6.2 In Writing. All deliverables under this SOW must be in writing unless otherwise specified.

6.3 General Requirements for Deliverables.

- (a) Except as otherwise provided in this Order, Respondents shall direct all deliverables required by this Order to Laura Stankosky, Remedial Project Manager for the Site at 1201 Elm Street, Dallas, Texas 75202, stankosky.laura@epa.gov.
- (b) All deliverables provided to the State in accordance with ¶ 8 (State Participation) shall be directed to [_____]
- (c) All deliverables must be submitted by the deadlines in the RD Schedule or RA Schedule, as applicable. Respondents shall submit all deliverables to EPA in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in ¶ 6.4. All other deliverables shall be submitted to EPA in the electronic form in both PDF (portable document format) and, upon request, in its original MS Office format (e.g., Word, Excel, Project, etc.) or in native or raw data formats as specified by the EPA Project Coordinator. All Excel spreadsheets submitted shall include all underlying formulas and calculations. If any deliverable includes maps, drawings, or other exhibits that are larger than

8.5" by 11", Respondents shall also provide EPA with paper copies of such exhibits.

6.4 Technical Specifications

- (a) Sampling and monitoring data should be submitted in both PDF (portable document format) and, upon request, in its original MS Office format (e.g., Word, Excel, Project, etc.) or in native or raw data formats. All Excel spreadsheets submitted shall include all underlying formulas and calculations.
- (b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://www.epa.gov/geospatial/epa-metadata-editor>.
- (c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

6.5 Approval of Deliverables

(a) Initial Submissions

- (1) After review of any deliverable that is required to be submitted for EPA approval under the CD or the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.
- (2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 6.5(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 6.5(a), Respondents shall, within fourteen (14) days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring Respondents to correct the deficiencies; or (5) any combination of the foregoing.
- (c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 6.5(a) (Initial Submissions) or ¶ 6.5(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the CD; and (2) Respondents shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.5(a) or ¶ 6.5(b) does not relieve Respondents of any liability for stipulated penalties under Section [XV] (Stipulated Penalties) of the Settlement.

6.6 Supporting Deliverables. Respondents shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. Respondents shall develop the deliverables in accordance with all applicable regulations, guidances, and policies (see Section 9 (References)). Respondents shall update each of these supporting deliverables as necessary or appropriate during the course of the Work, and/or as requested by EPA.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by the Work. Respondents shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. The HASP required by this RD SOW should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. (Updates may be needed for RA activities and after RA completion.) EPA does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency at the Site (for example, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP must include:

- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
 - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan, consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
 - (4) Notification activities in accordance with ¶ 3.9(b) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
 - (5) A description of all necessary actions to ensure compliance with Paragraph [11] (Emergencies and Releases) of the CD in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses all sample collection activities. The FSP shall include sampling objectives, sampling media, sampling locations, depths and frequency; sampling equipment and procedures; sample handling, analytical methods, analytical parameters and constituents; and a breakdown of samples to be analyzed through Contract Laboratory Program (CLP) and other sources, as well as the justification for those decisions. The FSP shall include tables of geographical coordinates and the appropriate maps showing locations of previous sampling locations and proposed sampling locations. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. Respondents shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988).
- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) augments the FSP and addresses sample analysis and data handling regarding the Work. The QAPP must include a detailed explanation of Respondents' quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. Respondents shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*, QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3,

EPA/505/B-04/900A through 900C (Mar. 2005). The QAPP also must include procedures:

- (1) To ensure that EPA and the State and its authorized representative have reasonable access to laboratories used by Respondents in implementing the CD (Respondents' Labs);
 - (2) To ensure that Respondents' Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;
 - (3) To ensure that Respondents' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods (Multi-Media, Multi-Concentration)*, SOM02.4 (Oct. 2016); and *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM02.4 (Oct. 2016)) or other methods acceptable to EPA;
 - (4) To ensure that Respondents' Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;
 - (5) For Respondents to provide EPA and the State with notice at least twenty eight (28) days prior to any sample collection activity;
 - (6) For Respondents to provide split samples and/or duplicate samples to EPA and the State upon request;
 - (7) For EPA and the State to take any additional samples that they deem necessary;
 - (8) For EPA and the State to provide to Respondents, upon request, split samples and/or duplicate samples in connection with EPA's and the State's oversight sampling; and
 - (9) For Respondents to submit to EPA and the State all sampling and tests results and other data in connection with the implementation of the CD.
- (e) **Data Management Plan:** Respondents shall prepare a Data Management Plan that outlines the procedures for storing, handling, accessing, retaining and securing data collected during the Work. Respondents shall consistently document the quality and validity of field and laboratory data compiled during the Work. Respondents shall supply all data to EPA in ArcView® format or other electronic format as directed by the RPM in accordance with the Data Management Plan. All Geographic Information System (GIS) data sets will be in a Universal Transverse Mercator (UTM) or State Plane coordinate system.
- (f) **Site Wide Monitoring Plan.** The purpose of the Site Wide Monitoring Plan (SWMP) is to obtain baseline information regarding the extent of contamination

in affected media at the Site; to obtain information, through short- and long- term monitoring, about the movement of and changes in contamination throughout the Site, before and during implementation of the RA; to obtain information regarding contamination levels to determine whether Performance Standards (PS) are achieved; and to obtain information to determine whether to perform additional actions, including further Site monitoring. The SWMP must include:

- (1) Description of the environmental media to be monitored;
 - (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
 - (4) Description of verification sampling procedures;
 - (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies; and
 - (6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) in the event that results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).
- (g) **Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the Construction Quality Assurance Plan (CQAP) is to describe planned and systemic activities that provide confidence that the RA construction will satisfy all plans, specifications, and related requirements, including quality objectives. The purpose of the Construction Quality Control Plan (CQCP) is to describe the activities to verify that RA construction has satisfied all plans, specifications, and related requirements, including quality objectives. The CQA/QCP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQA/QCP;
 - (2) Describe the PS required to be met to achieve Completion of the RA;
 - (3) Describe the activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;

- (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
 - (5) Describe industry standards and technical specifications used in implementing the CQA/QCP;
 - (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
 - (7) Describe procedures for documenting all CQA/QCP activities; and
 - (8) Describe procedures for retention of documents and for final storage of documents.
- (h) **O&M Plan.** The O&M Plan describes the requirements for inspecting, operating, and maintaining the RA. Respondents shall develop the O&M Plan in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017). The O&M Plan must include the following additional requirements:
- (1) Description of PS required to be met to implement the ROD;
 - (2) Description of activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (3) **O&M Reporting.** Description of records and reports that will be generated during O&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records, monitoring reports, and monthly and annual reports to EPA and State agencies;
 - (4) Description of corrective action in case of systems failure, including: (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve PS; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and (iv) community notification requirements; and
 - (5) Description of corrective action to be implemented in the event that PS are not achieved; and a schedule for implementing these corrective actions.
- (i) **O&M Manual.** The O&M Manual serves as a guide to the purpose and function of the equipment and systems that make up the remedy. Respondents shall develop the O&M Manual in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017).

- (j) **Institutional Controls Implementation and Assurance Plan.** The Institutional Controls Implementation and Assurance Plan (ICIAP) describes plans to implement, maintain, and enforce the Institutional Controls (ICs) at the Site. Respondents shall develop the ICIAP in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012). The ICIAP must include the following additional requirements:
- (1) Locations of recorded real property interests (e.g., easements, liens) and resource interests in the property that may affect ICs (e.g., surface, mineral, and water rights) including accurate mapping and geographic information system (GIS) coordinates of such interests; and
 - (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) and Texas Land Title Association (TLTA) survey guidelines and certified by a licensed surveyor.

7. SCHEDULES

7.1 Applicability and Revisions. All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the RD and RA Schedules set forth below. Respondents may submit proposed revised RD Schedules or RA Schedules for EPA approval. Upon EPA's approval, the revised RD and/or RA Schedules supersede the RD and RA Schedules set forth below, and any previously-approved RD and/or RA Schedules.

7.2 General Requirements Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1	Notification of Project Coordinator Designation		Within twenty (20) days after the Effective Date of the Settlement
2	Notification of Names and Qualifications of Supervising Contractor(s)		Within ten (10) days after the Effective Date of the Settlement
3	Weekly Communication Report	5.3	Within five (5) business days from meeting/conversation
4	Monthly Progress Report	6.1	Beginning on the 10th day in the month following the Effective Date of the Consent Decree and ending with the month following EPA approval of the RA Construction Completion
5	Meeting Decisions	5.4	5 working days following meeting
6	General Project Schedule	8.2	120 days after Effective Date

7.3 RD Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1	RDWP	3.1	Thirty (30) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
2	PDIWP	3.3(a)	Thirty (30) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
3	PSWP	3.4(b)	Sixty (60) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
4	Preliminary (30%) RD	3.5, 3.3(a)	One hundred twenty (120) days after EPA approval of Final RDWP
5	Intermediate (60%) RD	3.6	Thirty (30) days after EPA comments on Preliminary RD
6	Pre-final (90/95%) RD	3.7	Thirty (30) days after EPA comments on Intermediate RD
7	Final (100%) RD	3.8	Fifteen (15) days after EPA comments on Pre-final RD

8. STATE PARTICIPATION

8.1 Copies. Respondents shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Respondents, send a copy of such document to the State.

8.2 Review and Comment. The State will have a reasonable opportunity for review and comment prior to:

- (a) Any EPA approval or disapproval under ¶ 6.5 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval; and
- (a) any disapproval of, or Notice of Work Completion under, ¶ 3.11 (Notice of Work Completion).

9. REFERENCES

9.1 The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA webpages listed in ¶ 9.2:

- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
- (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
- (c) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
- (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
- (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr. 1990).
- (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).
- (j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).

- (l) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (m) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (n) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).
- (o) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (p) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (q) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (r) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2005), <https://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.
- (s) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (t) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).
- (u) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (v) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (w) Principles for Greener Cleanups (Aug. 2009), <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (x) **[If Technical Assistance Plan provided for in SOW: Providing Communities with Opportunities for Independent Technical Assistance in Superfund Settlements, Interim (Sep. 2009).]**
- (y) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (z) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (aa) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).

- (bb) Construction Specifications Institute's MasterFormat 2016 edition, available from <https://www.csiresources.org/home>.
- (cc) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)
- (dd) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (ee) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (ff) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), https://www.epaossc.org/_HealthSafetyManual/manual-index.htm.
- (gg) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (hh) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).
- (ii) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, February 2014).
- (jj) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).
- (kk) Superfund Community Involvement Handbook, OSRTI, SEMS 100000070, (Jan. 2016), <https://semspub.epa.gov/work/HQ/100000070.pdf>. More information on Superfund community involvement is available on the Agency's Superfund Community Involvement Tools and Resources webpage at <https://www.epa.gov/superfund/superfund-community-involvement-tools-and-resources>.
- (ll) USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods (Multi-Media, Multi-Concentration), SOM02.4 (Oct. 2016), <https://www.epa.gov/clp/epa-contract-laboratory-program-statement-work-organic-superfund-methods-multi-media-multi-1>.
- (mm) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM02.4 (Oct. 2016), <https://www.epa.gov/clp/epa-contract-laboratory-program-statement-work-inorganic-superfund-methods-multi-media-multi-1>.

(nn) Guidance for Management of Superfund Remedies in Post Construction, OLEM 9200.3-105 (Feb. 2017), <https://www.epa.gov/superfund/superfund-post-construction-completion>.

9.2 A more complete list may be found on the following EPA webpages:

Laws, Policy, and Guidance: <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>

Test Methods Collections: <https://www.epa.gov/measurements/collection-methods>

9.3 For any regulation or guidance referenced in the CD or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Respondents receive notification from EPA of the modification, amendment, or replacement.

Enclosure C

Administrative Settlement Agreement
and Order on Consent for Remedial Design

Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

_____)	
IN THE MATTER OF:)	CERCLA Docket No. _____
)	
Brine Service Company Superfund Site)	
Corpus Christi, Texas)	
)	
[Names of Respondents])	
)	
)	
Respondents)	
)	
Proceeding Under Sections 104, 107, and)	ADMINISTRATIVE SETTLEMENT
122 of the Comprehensive, Environmental)	AGREEMENT AND ORDER ON
Response, Compensation, and Liability Act,)	CONSENT FOR REMEDIAL DESIGN
42 U.S.C. §§ 9604, 9607 and 9622)	
_____)	

**ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR
REMEDIAL DESIGN**

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (“Settlement”) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and **[insert names or attach list of Respondents]** (“Respondents”). This Settlement provides for the performance of a Remedial Design (RD) by Respondents and the payment of certain response costs incurred by the United States at or in connection with the “Brine Service Company Site” (the “Site”) generally located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Texas.

2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9607, and 9622 (CERCLA). This authority was delegated to the EPA Administrator on January 23, 1987 by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14C (Administrative Actions Through Consent Orders, Jan. 18, 2017) and 14-14D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). These authorities were further redelegated by the Regional Administrator of EPA Region 6 to the Director of the Superfund Division by Region 6 Delegation No. R6-14-14C (Administrative Actions through Consent Orders, January 17, 2017).

3. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the U.S. Fish & Wildlife Service on October 6, 2020 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Settlement.

4. EPA and Respondents recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings of Fact) and V (Conclusions of Law and Determinations) of this Settlement. Respondents agree to comply with and be bound by the terms of this Settlement and further agree that they will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

5. This Settlement is binding upon EPA and upon Respondents and their successors, and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent’s responsibilities under this Settlement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement. In the event of the insolvency or other failure of any Respondent to implement the requirements of this Settlement, the remaining Respondents shall complete all such requirements.

7. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Respondents to this Settlement.

8. Respondents shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing any Respondents with respect to the Site or the Work, and shall condition all contracts entered into under this Settlement on performance of the Work in conformity with the terms of this Settlement. Respondents or their contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement or its attached appendices, the following definitions shall apply:

“Affected Property” shall mean all real property at the Site and any other real property where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement the RD, including, but not limited to, the properties located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Texas.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement as provided in Section XXVI.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“TCEQ” shall mean the Texas Commission on Environmental Quality and any successor departments or agencies of the State.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section VIII (Property Requirements) including, but not limited to, cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, including, but not limited to, the amount of just compensation, ¶ 62 (Work Takeover), ¶ 15 (Emergencies and Releases), ¶ 86 (Access to Financial Assurance),] ¶ 16 (Community Involvement Plan (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e))), and the costs incurred by the United States in enforcing the terms of this Settlement, including all costs incurred in connection with Dispute Resolution pursuant to Section XIII (Dispute Resolution) and all litigation costs. Future Response Costs shall also include all Interim Response Costs, [and] all Interest on those Past Response Costs Respondents have agreed to pay under this Agreement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from October 1, 2000 to the Effective Date.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Interim Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs: (a) paid by the United States in connection with the Site between October 1, 2000 and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Non-Settling Owner” shall mean any person, other than a Respondent, that owns or controls any Affected Property, including [_____]. The clause “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“Owner Respondent” shall mean any Respondent that owns or controls any Affected Property, including [_____]. The clause “Owner Respondent’s Affected Property” means Affected Property owned or controlled by Owner Respondent.

“Paragraph” or “¶” shall mean a portion of this Settlement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA and Respondents.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through [____], plus Interest on all such costs through such date.

“Performance Standards” or “PS” shall mean the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to the Site, signed on August 31, 2020 by the Director of the Superfund and Emergency Management Division, EPA Region 6, and all attachments thereto. The ROD is attached as Appendix A.

“Remedial Action” or “RA” shall mean the remedial action selected in the ROD.

“Remedial Design” or “RD” shall mean those activities to be undertaken by Respondents to develop the final plans and specifications for the RA as stated in the SOW.

“Respondents” shall mean those Parties identified in Appendix [____].

“Section” shall mean a portion of this Settlement identified by a Roman numeral.

“Settlement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXIV (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

“Site” shall mean the Brine Service Company Superfund Site, encompassing approximately sixteen acres, located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Nueces County, Texas and depicted generally on the map attached as Appendix C.

“Brine Service Company Special Account” shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and Administrative Order On Consent for Remedial Investigation/Feasibility Study dated October 27, 2009.

“Brine Service Company Future Response Costs Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“State” shall mean the State of Texas.

“Statement of Work” or “SOW” shall mean the document describing the activities Respondents must perform to implement the RD, which is attached as Appendix B.

“Supervising Contractor” shall mean the principal contractor retained by Respondents to supervise and direct the implementation of the Work under this Settlement.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

“Work” shall mean all activities and obligations Respondents are required to perform under this Settlement, except those required by Section X (Record Retention).

IV. FINDINGS OF FACT

10. Based on available information and investigation, EPA has found:

a. The Site is located approximately 6.5 miles west of downtown Corpus Christi, northeast of the intersection of Interstate Highway 37 and Goldston Road (Appendix B - Site Map). Corpus Christi is situated along the southern Gulf Coast of Texas. The Site is in the Nueces-Rio Grande Coastal Basin and lies approximately 25 feet above sea level. The geodetic coordinates of the Site are 27°48'55.34 " north latitude and 97°30'30.98 "west longitude.

b. The Site is comprised of former waste disposal pits (North Pit and South Pit) located on property formerly owned and operated by Brine Service Company. The Site was discovered in November 1997 when a trench was being excavated through a portion of the former Brine Service Company property to install interconnecting pipelines between two nearby refineries. The Texas Natural Resource Conservation Commission (predecessor to the Texas Commission on Environmental Quality) documented that the bottom and sides of the trench were visibly stained and that ground water seeping into the excavation had a hydrocarbon sheen. Samples of the excavated soil had benzene concentrations as high as 79 milligrams per kilogram (mg/kg). Subsequent sampling of the pit area revealed the presence of metals, including barium, cadmium, chromium, lead, and mercury, as well as several organic compounds.

c. Prior to its use for waste disposal, the Brine Service Company property was quarried for sand and caliche. From the 1940s through the 1960s oil field (e.g., drilling fluids) and refinery waste were disposed of at the south pit. There is no documentation that the North Pit received wastes; however, it might have received runoff from the south pit. The south pit was backfilled in the early 1970s. The North Pit was backfilled between 1961 and 1968. There is no documentation that either of these pits was lined.

d. Surface water drainage from the Site enters a drainage ditch located along the east side of the property (the East Ditch). The ditch travels north approximately 1/2 mile and

empties into a wetland area known as Tule Lake. Tule Lake is a brackish shallow water wetland area and is a Texas Parks and Wildlife sanctuary containing gulls, pelicans, and other aquatic birds. Tule Lake is also a habitat for several State-Listed Threatened Species. Tule Lake flows into Corpus Christi Inner Harbor, which in turn flows into Corpus Christi Bay. Corpus Christi Bay is an estuarine subtidal area and has been nominated into the National Estuary Bay Program. The bay is used for recreational and commercial fishing. Land use surrounding the Site is commercial/industrial. The Nueces Occupational Medical Clinic is located to the north of the property. Three petrochemical refineries; Citgo, Valero, and Flint Hills are approximately 1/2 mile east, one mile east, and one mile northwest of the Site, respectively. Surface water downstream of the Site is saline and therefore not used for drinking. There are no domestic or public water supply wells within one mile of the Site. The nearest residential area is approximately 0.4 miles west-southwest of the Site. Because of the industrial nature of this area, additional residential development is improbable. The 1990 U.S. Bureau of Census data reports 27 housing units and 71 residents within a 1/2-mile radius of the Site.

e. EPA listed the Site on the National Priorities List (NPL) pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, on September 5, 2002, Vol. 67, No. 172.

f. In 2009, EPA entered into an Administrative Order on Consent for Remedial Investigation/Feasibility Study (RI/FS AOC) with six potentially responsible parties (RI/FS PRPs) that owned/operated nearby refineries and/or pipelines from which hazardous waste was disposed of at the Site. The RI/FS AOC required the potentially responsible parties to perform an RI/FS to determine the nature and extent of contamination at the Site.

g. According to the Remedial Investigation Report, hazardous substances detected in onsite soils include arsenic, lead, mercury, heptachlor epoxide, total polychlorinated biphenyls (PCBs), benzene, ethylbenzene, benzo(a)pyrene, 1-methylnaphthalene, arsenic, lead, selenium, mercury, bis(2-ethylhexyl)phthalate, 1-methylnaphthalene, naphthalene and methylene chloride. Hazardous substances detected in onsite groundwater include arsenic, alpha-BHC, beta-BHC, benzene, cobalt, cyanide, 4,4'-DDD, dieldrin, ethylbenzene, heptachlor, heptachlor epoxide, manganese, 3&4-methylphenol, and naphthalene. In addition, hazardous substances detected in the surface water and sediment in the East Ditch include aldrin, arsenic, and the PAHs (benz(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3) pyrene).

h. In 2017, a Baseline Human Health Risk Assessment (BHHRA) was completed for the Site. The BHHRA identified a potential unacceptable risk to current and future commercial/industrial receptors (e.g., construction workers) at the Site from exposure to groundwater during construction. In addition, a Screening Level Ecological Risk Assessment was completed for the Site that identified risks to ecological receptors from exposure to contaminants in the soil in the North and South pits.

i. In 2020, EPA issued a Record of Decision for the Site which set forth a Selected Remedy with the following components: 1) in situ solidification of sludge, soil, and waste in the South Pit area, 2) installation of single-component cap over materials in the South Pit area, 3) recovery of light non-aqueous phase liquid (LNAPL), 4) monitored natural attenuation of groundwater, 5) surface soil removal in the North Pit area, 6) operation and

maintenance of existing sediment cap in East Ditch, and 7) implementation and maintenance of institutional controls

j. Respondents include the following:

(1) Boomerang Corporation is the current owner of Lots 2-5 and part of Lot 8 at the Site.

(2) John Altaire Cole is the current co-owner of Lot 7 at the Site.

(3) The John Deric and Caitlyn O. Coil 1995 Irrevocable Trust is the current co-owner of Lot 7 of the Site.

(4) Robert R. Sanchez is the current owner of Lot 6 of the Site.

(5) Brine Service Company (BSC) is the previous owner/operator of a 1.81-acre parcel on the Site, including the South Pit area. From 1957 through the 1970s, BSC used this area as a disposal facility for oilfield/drilling and refinery wastes

(6) The Goodyear Tire and Rubber Company previously operated a tire repair/replacement business on Lot 3 when hazardous substances were disposed of at the Site.

(7) Anadarko E&P Company LP owned and operated a nearby refinery that sent waste to the Site for disposal.

(8) ConocoPhillips Company owned and operated a pipeline that sent waste to the Site for disposal.

(9) El Paso Merchant Energy-Petroleum Company owned and operated a nearby refinery that sent waste to the Site for disposal.

(10) Hess Corporation owned and operated a nearby refinery that sent waste to the Site for disposal.

(11) Sunoco, Inc. (R&M) owned and operated a nearby refinery that sent waste to the Site for disposal.

(12) Texaco, Inc owned and operated a pipeline that sent waste to the Site for disposal.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

11. Based on the Findings of Fact set forth above and the administrative record, EPA has determined that:

a. The Brine Service Company Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

(1) Respondent Boomerang Corporation is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(2) Respondent John Altaire Cole is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(3) Respondent the John Deric and Caitlyn O. Coil 1995 Irrevocable Trust is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(4) Respondent Robert R. Sanchez is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(5) Respondent Brine Service Company was the “owner(s)” and/or “operator(s)” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

(6) Respondent Goodyear Corporation was the “owner(s)” and/or “operator(s)” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

(7) Respondent Anadarko E&P Company LP arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(8) Respondent ConocoPhillips Company arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of

hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(9) Respondent El Paso Merchant Energy-Petroleum Company arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(10) Respondent Hess Corporation arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(11) Respondent Sunoco, Inc. (R&M) arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(12) Respondent Texaco, Inc. arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

e. The conditions described in ¶¶ 10.a-j of the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The RD required by this Settlement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

12. Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

VII. PERFORMANCE OF THE WORK

13. Coordination and Supervision

a. Project Coordinators.

(1) Respondents’ Project Coordinator must have sufficient technical expertise to coordinate the Work. Respondents’ Project Coordinator may not be an attorney representing any Respondent in this matter and may not act as the

Supervising Contractor. Respondents' Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

(2) EPA shall designate and notify Respondents of EPA's Project Coordinator and Alternate Project Coordinator. EPA may designate other representatives, which may include its employees, contractors and/or consultants, to oversee the Work. EPA's Project Coordinator/Alternate Project Coordinator will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the NCP. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when he or she determines that conditions at the Site constitute an emergency or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

(3) Respondents' Project Coordinators shall meet with EPA's Project Coordinator at least monthly.

b. **Supervising Contractor.** Respondents' proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ASQ/ANSI E4:2014, "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014).

c. **Procedures for Disapproval/Notice to Proceed**

(1) Respondents shall designate, and notify EPA, within ten (10) days after the Effective Date, of the name[s], title[s], contact information, and qualifications of Respondents' proposed Project Coordinator and Supervising Contractor, whose qualifications shall be subject to EPA's review for verification based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise) and do not have a conflict of interest with respect to the project.

(2) EPA shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, Respondents shall, within thirty (30) days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA shall issue a notice of disapproval or authorization to proceed regarding each supplemental proposed coordinator and/or contractor. Respondents may select any coordinator/contractor covered by an authorization to proceed and shall, within twenty one (21) days, notify EPA of Respondents' selection.

(3) Respondents may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 13.c(1) and 13.c(2).

14. **Performance of Work in Accordance with SOW.** Respondents shall develop the RD in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the Settlement or SOW shall be subject to approval by EPA in accordance with ¶ [6.5] (Approval of Deliverables) of the SOW.

15. **Emergencies and Releases.** Respondents shall comply with the emergency and release response and reporting requirements under ¶ [3.9] (Emergency Response and Reporting) of the SOW. Subject to Section XVI (Covenants by EPA), nothing in this Settlement, including ¶ [3.9] of the SOW, limits any authority of EPA: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. If, due to Respondents' failure to take appropriate response action under ¶ [3.9] of the SOW, EPA takes such action instead, Respondents shall reimburse EPA under Section XII (Payment of Response Costs) for all costs of the response action.

16. **Community Involvement.** If requested by EPA, Respondents shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, Section [2] (Community Involvement) of the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator. Costs incurred by EPA under this Section constitute Future Response Costs to be reimbursed under Section XII (Payments for Response Costs).

17. **Modification of SOW or Related Deliverables**

a. If EPA determines that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to carry out the RD, then EPA may notify Respondents of such modification. If Respondents object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Section XIII (Dispute Resolution).

b. The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if Respondents invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this Settlement, and Respondents shall implement all work required by such modification. Respondents shall incorporate the modification into the deliverable required under the SOW, as appropriate.

c. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Settlement.

VIII. PROPERTY REQUIREMENTS

18. **Agreements Regarding Access and Non-Interference.** Respondents shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by Respondents and the EPA, providing that

such Non-Settling Owner, and Owner Respondent shall, with respect to Owner Settling Respondent's Affected Property: (i) provide EPA, Respondents, and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the Settlement, including those activities listed in ¶ 18.a (Access Requirements); and (ii) refrain from using such Affected Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or that interferes with or adversely affects the implementation or integrity of the RD. Respondents shall provide a copy of such access and use restriction agreement(s) to EPA.

a. **Access Requirements.** The following is a list of activities for which access is required regarding the Affected Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring response actions;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as provided in the SOW;
- (7) Implementing the Work pursuant to the conditions set forth in ¶ 62 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondents or their agents, consistent with Section IX (Access to Information);
- (9) Assessing Respondents' compliance with the Settlement;
- (10) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement; and
- (11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property.

19. **Best Efforts.** As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Respondents would use so as to achieve the goal in a timely

manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access [and/or use restriction agreements], as required by this Section. If Respondents are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondents, or take independent action, in obtaining such access. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section XII (Payment of Response Costs).

20. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, Respondents shall cooperate with EPA’s efforts to secure and ensure compliance with such institutional controls.

21. In the event of any Transfer of the Affected Property, unless EPA otherwise consents in writing, Respondents shall continue to comply with their obligations under the Settlement, including their obligations to secure access.

22. **Notice to Successors-in-Title.** Owner Respondent shall, prior to entering into a contract to Transfer its Affected Property, or 60 days prior to Transferring its Affected Property, whichever is earlier: (a) Notify the proposed transferee that EPA has determined that an RD must be performed at the Site, that potentially responsible parties have entered into an Administrative Settlement Agreement and Order on Consent requiring implementation of such RD, (identifying the name, docket number, and the effective date of this Settlement); and (b) Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.

23. Notwithstanding any provision of the Settlement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

IX. ACCESS TO INFORMATION

24. Respondents shall provide to EPA, upon request, copies of all records, reports, documents and other information (including records, reports, documents and other information in electronic form) (hereinafter referred to as “Records”) within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

25. **Privileged and Protected Claims**

a. Respondents may assert all or part of a Record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with ¶ 25.b, and except as provided in ¶ 25.c.

b. If Respondents assert such a privilege or protection, they shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondents shall provide the Record to EPA [and the State] in redacted form to mask the privileged or protected portion only. Respondents shall retain all Records that they claim to be privileged or protected until EPA [and the State] has [have] had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

c. Respondents may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeological, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Settlement.

26. **Business Confidential Claims.** Respondents may assert that all or part of a Record provided to EPA under this Section or Section X (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Respondents assert business confidentiality claims. Records claimed as confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents.

27. Notwithstanding any provision of this Settlement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. RECORD RETENTION

28. Until 10 years after EPA provides notice pursuant to ¶ [3.11] of the SOW (Notice of Work Completion), that all work has been fully performed in accordance with this Settlement, Respondents shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to their liability under CERCLA with respect to the Site, provided, however, that Respondents who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each Respondent must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above, all non-identical copies of the last draft or

final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work, provided, however, that each Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

29. At the conclusion of the document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided for in ¶ 25 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA.

30. Each Respondent certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XI. COMPLIANCE WITH OTHER LAWS

31. Nothing in this Settlement limits Respondents' obligations to comply with the requirements of all applicable federal and state laws and regulations. Respondents must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Settlement, if approved by EPA, shall be considered consistent with the NCP.

32. **Permits.** As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(c)(3) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e. within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal, state, or local permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

33. Respondents may seek relief under the provisions of Section XIV (Force Majeure) for any delay in performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 32 (Permits) and required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XII. PAYMENT OF RESPONSE COSTS

34. **Payment for Past Response Costs**

a. Within 30 days after the Effective Date, Respondents shall pay to EPA \$[] for Past Response Costs. Respondent shall make payment to EPA by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number [] and the EPA docket number for this action.

For ACH payment:

Respondents shall make payment by Automated Clearinghouse (ACH) to:

500 Rivertech Court
Riverdale, Maryland 20737
Contact – John Schmid 202-874-7026 or REX, 1-866-234-5681
ABA = 051036706
Transaction Code 22 - checking
Environmental Protection Agency
Account 310006
CTX Format

and shall reference Site/Spill ID Number [] and the EPA docket number for this action.

For online payment:

Respondents shall make payment at <https://www.pay.gov> to the U.S. EPA account in accordance with instructions to be provided to Respondents by EPA.

b. At the time of payment, Respondents shall send notice that payment has been made to EPA Region 6 Remedial Project Manager for the Site at 1201 Elm Street, Dallas, Texas 75202, and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov, or by mail to

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number [] and the EPA docket number for this action.

c. **Deposit of Past Response Costs Payments.** The total amount to be paid by Respondents pursuant to ¶ 34.a shall be deposited by EPA in the Brine Service Company Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

35. **Payments for Future Response Costs.** Respondents shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. **Periodic Bills.** On a periodic basis, EPA will send Respondents a bill requiring payment that includes a summary of direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondents shall make all payments within 30 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in ¶ 37 (Contesting Future Response Costs), and in accordance with ¶¶ 34.a and 34.b (instructions for Past Response Costs payments).

b. **Deposit of Future Response Costs Payments.** The total amount to be paid by Respondents pursuant to ¶ 35.a (Periodic Bills) shall be deposited by EPA in the Brine Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Brine Service Company Superfund Site Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum.

36. **Interest.** In the event that any payment for Past Response Costs or Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XV (Stipulated Penalties).

37. **Contesting Future Response Costs.** Respondents may initiate the procedures of Section XIII (Dispute Resolution) regarding payment of any Future Response Costs billed under ¶ 35 (Payments for Future Response Costs) if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Respondents shall submit a Notice of Dispute in writing to the EPA Project Coordinator within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondents submit a Notice of Dispute, Respondents shall within

the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA in the manner described in ¶ 35, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC) and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in ¶ 35. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in ¶ 35. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XIII. DISPUTE RESOLUTION

38. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

39. **Informal Dispute Resolution.** If Respondents object to any EPA action taken pursuant to this Settlement, including billings for Future Response Costs, they shall send EPA a written Notice of Dispute describing the objection(s) within fourteen (14) days after such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have twenty (20) days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

40. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, Respondents shall, within twenty (20) days after the end of the Negotiation Period, submit a statement of position to EPA. EPA may, within twenty (20) days thereafter, submit a statement of position. Thereafter, the [Chief of the EPA Region 6 Assessment and Enforcement Branch] will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

41. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this Settlement, except as provided by ¶ 37 (Contesting Future Response Costs), as agreed by EPA.

42. Except as provided in ¶ 52, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XV (Stipulated Penalties).

XIV. FORCE MAJEURE

43. “Force Majeure” for purposes of this Settlement is defined as any event arising from causes beyond the control of Respondents, of any entity controlled by Respondents, or of Respondents’ contractors that delays or prevents the performance of any obligation under this Settlement despite Respondents’ best efforts to fulfill the obligation. The requirement that Respondents exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. “Force majeure” does not include financial inability to complete the Work or increased cost of performance.

44. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondents intend or may intend to assert a claim of force majeure, Respondents shall notify the EPA Project Coordinator orally or, in his or her absence, EPA’s Alternate Project Coordinator or, in the event both of EPA’s designated representatives are unavailable, the Director of the Superfund and Emergency Management Division, EPA Region 6, within seven (7) days of when Respondents first knew that the event might cause a delay. Within thirty (30) days thereafter, Respondents shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents’ rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondents shall be deemed to know of any circumstance of which Respondents, any entity controlled by Respondents, or Respondents’ contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 43 and whether Respondents have exercised their best efforts under ¶ 43, EPA may, in its unreviewable discretion, excuse in writing Respondents’ failure to submit timely or complete notices under this Paragraph.

45. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

46. If Respondents elect to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), they shall do so no later than fifteen (15) days after receipt of EPA's notice. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of ¶¶ 43 and 44. If Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Settlement identified to EPA.

47. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Respondents from meeting one or more deadlines under the Settlement, Respondents may seek relief under this Section.

XV. STIPULATED PENALTIES

48. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in ¶¶ 49.a and 50 for failure to comply with the obligations specified in ¶¶ 49.a and 50, unless excused under Section XIV (Force Majeure). "Comply" as used in the previous sentence includes compliance by Respondents with all applicable requirements of this Settlement, within the deadlines established under this Settlement. If (i) an initially submitted or resubmitted deliverable contains a material defect and the conditions are met for modifying the deliverable under ¶ 6.5(a)(2) of the SOW; or (ii) a resubmitted deliverable contains a material defect; then the material defect constitutes a lack of compliance for purposes of this Paragraph.

49. Stipulated Penalty Amounts: Payments, Financial Assurance, Major Deliverables, and Other Milestones.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with any obligation identified in ¶ 49.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$1,000	1st through 14th day
\$1,500	15th through 30th day

\$5,000 31st day and beyond

b. Obligations

(1) Payment of any amount due under Section XII (Payment of Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section XXIII (Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Future Response Costs under ¶ 37 (Contesting Future Response Costs).

50. **Stipulated Penalty Amounts: Other Deliverables.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables required by this Settlement, other than those specified in ¶ 49.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$400	1st through 14th day
\$500	15th through 30th day
\$1,200	31st day and beyond

51. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 62 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of \$100,000. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under ¶¶ 62 (Work Takeover) and 86 (Access to Financial Assurance).

52. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period, and shall be paid within 15 days after the agreement or the receipt of EPA's decision. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ [6.5] (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the Director of the Superfund and Emergency Management Division under Section XIII (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

53. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

54. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the Dispute Resolution procedures under Section XIII (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with ¶ 35 (Payments for Future Response Costs).

55. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 52 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 54 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

56. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement.

57. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of a willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 62 (Work Takeover).

58. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement.

XVI. COVENANTS BY EPA

59. Except as provided in Section XVII (Reservation of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of

their obligations under this Settlement. These covenants extend only to Respondents and do not extend to any other person.

XVII. RESERVATIONS OF RIGHTS BY EPA

60. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

61. The covenants set forth in Section XVI (Covenants by EPA) above do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. liability for failure by Respondents to meet a requirement of this Settlement;
- b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for violations of federal or state law that occur during or after implementation of the Work;
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as Future Response Costs under this Settlement.

62. Work Takeover

a. In the event EPA determines that Respondents: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an

endangerment to human health or the environment, EPA may issue a written notice (“Work Takeover Notice”) to Respondents. Any Work Takeover Notices issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondents a period of 10 days within which to remedy the circumstances giving rise to EPA’s issuance of such notice.

b. If, after expiration of the 10-day notice period specified in ¶ 62.a Respondents have not remedied to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary (“Work Takeover”). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 62.b. Funding of Work Takeover costs is addressed under ¶ 86 (Access to Financial Assurance).

c. Respondents may invoke the procedures set forth in ¶ 40 (Formal Dispute Resolution) to dispute EPA’s implementation of a Work Takeover under ¶ 62.b. However, notwithstanding Respondents’ invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under ¶ 62.b until the earlier of (1) the date that Respondents remedy, to EPA’s satisfaction, the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with ¶ 40 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XVIII. COVENANTS BY RESPONDENTS

63. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, and this Settlement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Work, Past Response Costs, Future Response Costs, and this Settlement;

c. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State of Texas Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

64. Except as expressly provided in ¶ 67 (Waiver of Claims by Respondents), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XVII (Reservations of

Rights by EPA), other than in ¶ 61.a (liability for failure to meet a requirement of the Settlement), 61.d (criminal liability), or 61.e (violations of federal/state law during or after implementation of the Work), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

65. Nothing in this Settlement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S. C. § 9611, or 40 C.F.R. § 300.700(d).

66. Respondents reserve, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

67. **Waiver of Claims by Respondents**

a. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA § 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. **Exceptions to Waivers**

(1) The waivers under this ¶ 67 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person

otherwise covered by such waiver[s] if such person asserts a claim or cause of action relating to the Site against such Respondent.

(2) The waiver under ¶ 67.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver, if EPA determines that: (i) that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise.

XIX. OTHER CLAIMS

68. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

69. Except as expressly provided in ¶ 67 (Waiver of Claims by Respondents) and Section XVI (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

70. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XX. EFFECT OF SETTLEMENT/CONTRIBUTION

71. Except as provided in ¶ 67 (Waiver of Claims by Respondents), nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement. Except as provided in Section XVIII (Covenants by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response

action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

72. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement. The “matters addressed” in this Settlement are the Work, Past Response Costs, and Future Response Costs.

73. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

74. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

75. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XVI (Covenants by EPA).

76. Effective upon signature of this Settlement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by ¶ 34 (Payment for Past Response Costs) and, if any, Section XV (Stipulated Penalties) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in ¶ 72 and that, in any action brought by the United States related to the “matters addressed,” such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

XXI. INDEMNIFICATION

77. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Respondents as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, employees, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this Settlement. Further, Respondents agree to pay the United States all costs it incurs, including, but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement. The United States shall not be held out as a party to any contract entered into, by, or on behalf of Respondents in carrying out activities pursuant to this Settlement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

78. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

79. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made, or to be made, to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of, any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXII. INSURANCE

80. No later than fifteen (15) days before commencing any on-site Work, Respondents shall secure, and shall maintain until the first anniversary after issuance of Notice of Work Completion pursuant to ¶ [3.11] of the SOW, commercial general liability insurance with limits of liability of \$1 million per occurrence, and automobile insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents pursuant to this Settlement. In addition, for the duration of the Settlement, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such certificates and copies of

policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to EPA under this Paragraph identify the Brine Service Company, Corpus Christi, Texas and the EPA docket number for this action.

XXIII. FINANCIAL ASSURANCE

81. In order to ensure the completion of the Work, Respondents shall secure financial assurance, initially in the amount of [\$500,000] ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. Respondents may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

- a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;
- c. a trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;
- d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;
- e. A demonstration by a Respondent that it meets the financial test criteria of ¶ 83, accompanied by a standby funding commitment, which obligates the affected Respondent to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or
- f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of ¶ 83.

82. Respondents shall, within thirty (30) days of the Effective Date, obtain EPA's approval of the form of Respondents' financial assurance. Within 30 days of such approval, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the EPA Region 6 Chief of the Enforcement and Cost Recovery Branch at 1201 Elm Street, Dallas, Texas 75270.

83. Respondents seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 81.e or 81.f, must, within 30 days of the Effective Date:

a. Demonstrate that:

(1) The affected Respondent or guarantor has:

- i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
- ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

(2) The affected Respondent or guarantor has:

- i. A current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
- ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and

- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

b. Submit to EPA for the affected Respondent or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance - Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>.

84. Respondents providing financial assurance by means of a demonstration or guarantee under ¶ 81.e or 81.f must also:

a. Annually resubmit the documents described in ¶ 83.83.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

b. Notify EPA within 30 days after the affected Respondent or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in ¶ 83.83.b; EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

85. Respondents shall diligently monitor the adequacy of the financial assurance. If any Respondent becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Respondent shall notify EPA of such information within seven (7) days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected Respondent of such determination. Respondents shall, within thirty (30) days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Respondent, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed sixty (60) days. Respondents shall follow the procedures of ¶ 87 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

86. Access to Financial Assurance

a. If EPA issues a notice of implementation of a Work Takeover under ¶ 62.b, then, in accordance with any applicable financial assurance mechanism and/or related standby funding commitment, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 86.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and the affected Respondent fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 86.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 62.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 81.e or 81.f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within thirty (30) days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 86 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Brine Service Company Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this ¶ 86 must be reimbursed as Future Response Costs under Section XII (Payments for Response Costs).

87. Modification of Amount, Form, or Terms of Financial Assurance.

Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 82, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement or written decision resolving such dispute under Section XIII (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request

submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 82.

88. Release, Cancellation, or Discontinuation of Financial Assurance.

Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Notice of Work Completion under ¶ [3.11] of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XIII (Dispute Resolution)].

XXIV. INTEGRATION/APPENDICES

89. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement: Appendices A-D.

- a. Appendix A is the ROD.
- b. Appendix B is the SOW.
- c. Appendix C is the description and/or map of the Site.
- d. Appendix D is the complete list of Respondents.

XXV. MODIFICATION

90. The EPA Project Coordinator may modify any plan, schedule, or SOW in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the EPA Project Coordinator's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the parties.

91. If Respondents seek permission to deviate from any approved work plan, schedule, or SOW, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the EPA Project Coordinator pursuant to ¶ 90.

92. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding any deliverable submitted by Respondents

shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXVI. EFFECTIVE DATE

93. This Settlement shall be effective the day the Settlement is signed by the Regional Administrator or his/her designee.

IT IS SO AGREED AND ORDERED;

U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated

[Name]
Regional Administrator (or designee/delegatee), Region 6

Signature Page for Settlement regarding the Brine Service Company Superfund Site

FOR _____ :
[Print name of Respondent]

Dated

[Name]
[Title]
[Company]
[Address]

REMEDIAL DESIGN
STATEMENT OF WORK
BRINE SERVICE COMPANY SUPERFUND SITE
Corpus Christi, Nueces County, State of Texas
EPA Region 6

April 23, 2021

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1. INTRODUCTION

1.1 Purpose of the SOW. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work.

1.2 Structure of the SOW

- Section 2 (Community Involvement) sets forth EPA's and Respondents' responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the RD, which includes the submission of specified primary deliverables.
- Section 4 (General Requirements) sets forth Respondents' obligations regarding implementation of general requirements.
- Section 5 (Reporting) sets forth Respondents' reporting obligations.
- Section 6 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding Respondents' submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables.
- Section 7 (Schedules) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RD.
- Section 8 (State Participation) addresses State participation.
- Section 9 (References) provides a list of references, including URLs.

1.3 The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Administrative Settlement Agreement and Order on Consent ("Settlement"), have the meanings assigned to them in CERCLA, in such regulations, or in the Settlement, except that the term "Paragraph" or "¶" means a paragraph of the SOW, and the term "Section" means a section of the SOW, unless otherwise stated.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

- (a) EPA has the lead responsibility for developing and implementing community involvement activities at the Site. Previously, during the RI/FS phase, EPA developed a Community Involvement Plan (CIP) for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities during the Work that are not already addressed or provided for in the existing CIP.
- (b) If requested by EPA, Respondents shall participate in community involvement activities, including participation in (1) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings, community meetings, and informational sessions that may be held or sponsored by EPA to

explain activities at or relating to the Site. Respondents' support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. EPA may describe in its CIP Respondents' responsibilities for community involvement activities. All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight. Upon EPA's request, Respondents shall establish a community information repository at or near the Site to house one copy of the administrative record.

- (c) **Logistics and Presentation Support:** Respondents shall assist EPA in selecting and reserving meeting space for EPA to hold community meetings, and with the logistics for such events. This requirement includes helping to set up the seating arrangements, tables, presentation equipment, and any visual displays and then take down such arrangements after the meetings. Respondents shall also prepare presentation materials/handouts (e.g., transparencies, slides, and/or handouts) as instructed by EPA. Such materials/handouts shall be approved by EPA before distribution or use.
- (d) **Technical Support:** Respondents shall provide technical support for community relations, including community meetings. This support may include preparing technical input to news releases, briefing materials and other community relations vehicles, arranging for Site tours upon request, and helping EPA to coordinate with local agencies as requested.
- (e) **Fact Sheet Preparation Support:** Respondents shall help EPA prepare fact sheets that inform the public about activities related to the Work, schedules for the Work, field investigations, construction, measures to be taken to protect the community, provisions for responding to emergency releases and spills, any potential inconveniences such as excess traffic and noise that may affect the community during the performance of the Work, and other topics as required by EPA. EPA will determine the final content of all fact sheets related to the Work.
- (f) **Information Repository Support:** Respondents shall support EPA in maintaining the Site information repositories by providing hard and/or electronic copies of all documents related to the Work to the repositories as directed by EPA. Respondents shall periodically visit the Site repository at EPA's request to verify that Site related documents are being maintained and available for review by the public.
- (g) **Respondents' CI Coordinator.** If requested by EPA, Respondents shall, within fifteen (15) days, designate and notify EPA of Respondents' Community Involvement Coordinator (Respondents' CI Coordinator). Respondents may hire a contractor for this purpose. Respondents' notice must include the name, title, and qualifications of the Respondents' CI Coordinator. Respondents' CI Coordinator is responsible for providing support regarding EPA's community involvement

activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

3. REMEDIAL DESIGN

3.1 RD Work Plan. Respondents shall submit a Remedial Design (RD) Work Plan (RDWP) for EPA approval. The RDWP must include:

- (a) Plans for implementing all RD activities identified in this SOW, in the RDWP, or required by EPA to be conducted to develop the RD;
- (b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;
- (c) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the Remedial Action (RA) as necessary to implement the Work;
- (d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
- (e) Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);
- (f) Description of any proposed pre-design investigation;
- (g) Description of any proposed treatability study or pilot study;
- (h) Descriptions of any applicable permitting requirements and other regulatory requirements;
- (i) Description of plans for obtaining access in connection with the Work, such as property acquisition, property leases, and/or easements; and
- (j) The following supporting deliverables described in ¶ 6.6 (Supporting Deliverables): Health and Safety Plan; Emergency Response Plan; Field Sampling Plan; and Quality Assurance Project Plan.

3.2 Respondents shall meet regularly with EPA to discuss design issues as necessary, as directed or determined by EPA.

3.3 Pre-Design Investigation. The purpose of the Pre-Design Investigation (PDI) is to address data gaps by conducting additional field investigations.

- (a) **PDI Work Plan.** Respondents shall submit a PDI Work Plan (PDIWP) for EPA approval. The PDIWP must include:
 - (1) An evaluation and summary of existing data and description of data gaps;

- (2) A sampling plan including media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples; and
 - (3) Cross references to quality assurance/quality control (QA/QC) requirements set forth in the Quality Assurance Project Plan (QAPP) as described in ¶ 6.6(d).
- (b) Following the PDI, Respondents shall submit a PDI Evaluation Report. This report must include:
 - (1) Summary of the investigations performed;
 - (2) Summary of investigation results;
 - (3) Summary of validated data (i.e., tables and graphics);
 - (4) Data validation reports and laboratory data reports;
 - (5) Narrative interpretation of data and results;
 - (6) Results of statistical and modeling analyses;
 - (7) Photographs documenting the work conducted; and
 - (8) Conclusions and recommendations for RD, including design parameters and criteria.
- (c) EPA may require Respondents to supplement the PDI Evaluation Report and/or to perform additional pre-design studies.

3.4 Pilot Study

- (a) Respondents shall perform a Pilot Study (PS) for the purpose of finalizing the reagents and mixing methodology planned for treating light non-aqueous phase liquid (LNAPL) and sludge and/or reworked soil/waste. Field studies utilizing techniques to identify areas with hydrocarbons present above residual saturation can provide data for the placement of LNAPL recovery wells and for the limits of solidification. A pilot test for solidification technology could be implemented to determine the ratio of the reagent components and sludge that would best meet an unconfined compressive strength (UCS) performance criterion and to evaluate the mixing approach.
- (b) Respondents shall submit a PS Work Plan (PSWP) for EPA approval. Respondents shall prepare the PSWP in accordance with EPA's *Guide for Conducting Treatability Studies under CERCLA, Final* (Oct. 1992), as supplemented for RD by the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995).

- (c) Following completion of the PS, Respondents shall submit a PS Evaluation Report for EPA comment.
- (d) EPA may require Respondents to supplement the PS Evaluation Report and/or to perform additional treatability studies.

3.5 Preliminary (30%) RD. Respondents shall submit a Preliminary (30%) RD for EPA's comment. The Preliminary RD must include:

- (a) A design criteria report, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995);
- (b) Preliminary drawings and specifications;
- (c) Descriptions of permit requirements, if applicable;
- (d) Preliminary Operation and Maintenance (O&M) Plan and O&M Manual;
- (e) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's *Principles for Greener Cleanups* (Aug. 2009);
- (f) A description of monitoring and control measures to protect human health and the environment, such as air monitoring and dust suppression, during the RA; and
- (g) Updates of all supporting deliverables required to accompany the RDWP and the following additional supporting deliverables described in ¶ 6.6 (Supporting Deliverables): Field Sampling Plan; Quality Assurance Project Plan; Site Wide Monitoring Plan; Construction Quality Assurance/Quality Control Plan; Transportation and Off-Site Disposal Plan; O&M Plan; O&M Manual; and Institutional Controls Implementation and Assurance Plan.

3.6 Intermediate (60%) RD. Respondents shall submit the Intermediate (60%) RD for EPA's comment. The Intermediate RD must: (a) be a continuation and expansion of the Preliminary RD; (b) address EPA's comments regarding the Preliminary RD; and (c) include the same elements as are required for the Preliminary (30%) RD.

3.7 Pre-Final (95%) RD. Respondents shall submit the Pre-final (95%) RD for EPA's comment. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address EPA's comments regarding the Intermediate RD. The Pre-final RD will serve as the approved Final (100%) RD if EPA approves the Pre-final RD without comments. The Pre-final RD must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a registered professional engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's MasterFormat 2020 Edition;

- (b) A survey and engineering drawings showing existing Site features, such as elements, property borders, easements, and Site conditions;
- (c) Pre-Final versions of the same elements and deliverables as are required for the Preliminary/Intermediate RD;
- (d) A specification for photographic documentation of the RA; and
- (e) Updates of all supporting deliverables required to accompany the Preliminary (30%) RD.

3.8 Final (100%) RD. Respondents shall submit the Final (100%) RD for EPA approval. The Final RD must address EPA’s comments on the Pre-final RD and must include final versions of all Pre-final RD deliverables.

3.9 Emergency Response and Reporting

- (a) **Emergency Response and Reporting.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 3.8) orally; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.
- (b) **Release Reporting.** Upon the occurrence of any event during performance of the Work that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondents shall immediately notify the authorized EPA officer orally.
- (c) The “authorized EPA officer” for purposes of immediate oral notifications and consultations under ¶ 3.9(a) and ¶ 3.9(b) is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or the EPA [Emergency Response Unit], Region __ (if neither EPA Project Coordinator is available).
- (d) For any event covered by ¶ 3.9(a) and ¶ 3.9(b), Respondents shall: (1) within [14] days after the onset of such event, submit a report to EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to EPA describing all actions taken in response to such event.
- (e) The reporting requirements under ¶ 3.9. are in addition to the reporting required by CERCLA § 103 or EPCRA § 304

3.10 Off-Site Shipments

- (a) Respondents may ship hazardous substances, pollutants, and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Respondents obtain a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).
- (b) Respondents may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide notice to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator. This notice requirement will not apply to any off-Site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondents also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondents shall provide the notice as soon as practicable after the award of the contract and before the Waste Material is shipped.
- (c) Respondents may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, *EPA's Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the ROD. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 CFR § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

3.11 Notice of Work Completion

- (a) When EPA determines, after EPA's review of the Final 100% RD under ¶ 3.8! (Final (100%) RD), that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations as provided in ¶ 3.11(c), EPA will provide written notice to Respondents. If EPA determines that any such Work has not been completed in accordance with this Settlement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RD Work Plan if appropriate in order to correct such deficiencies.
- (b) Respondents shall implement the modified and approved RD Work Plan and shall submit a modified Final 100% Report for EPA approval in accordance with the EPA notice. If approved, EPA will issue the Notice of Work Completion.

- (c) Issuance of the Notice of Work Completion does not affect the following continuing obligations: (1) obligations under Sections [VIII] (Property Requirements), (2) [IX] (Access to Information), and [X] (Record Retention of the Settlement, and (3) reimbursement of EPA's Future Response Costs under Section [XII] (Payment of Response Costs) of the Settlement.

4. GENERAL REQUIREMENTS

- 4.1 **Safety Equipment:** Respondents shall provide personal protective equipment needed for EPA personnel and any oversight officials to perform their oversight duties, as needed.
- 4.2 **Communication:** The Respondents' Project Coordinator shall communicate and hold at least weekly meetings with the EPA Project Coordinator, either in face-to-face meetings, through conference calls, or through electronic mail, unless otherwise agreed to in writing. The Respondents Project Coordinator shall invite the TCEQ Project Coordinator to participate in those weekly meetings or calls with EPA and shall copy the TCEQ Project Coordinator on all emails to EPA regarding weekly meetings. The Respondent's Project Coordinator shall document all decisions that are made in those meetings and conversations and forward this documentation, which may be in the form of an email, to EPA and TCEQ within five working days of the meeting or conversation.
- 4.3 **Attendance at Meetings:** Respondents shall attend periodic project meetings as requested by EPA, unless otherwise agreed to in writing or through e-mail. Such meetings and events shall be attended by at least one representative of EPA, EPA's Oversight Contractor (as needed), and TCEQ. Respondents shall coordinate all meetings, site visits, and conference call meetings with the EPA and TCEQ Project Coordinators (or designees). Respondents shall also attend all Work-related meetings at the Site with EPA, unless otherwise agreed in writing or through e-mail. Respondents shall provide documentation of all final decisions made at each meeting to EPA within five (5) working days following the meeting. Respondents shall invite EPA and TCEQ to each project meeting it holds with its contractors and subcontractors in the field.

5. REPORTING

- 5.1 **Progress Reports.** Respondents shall submit progress reports to EPA on a monthly basis, or as otherwise requested by EPA, from the date of receipt of EPA's approval of the RD Work Plan until issuance of the Notice of Work Completion pursuant to ¶ 3.11, unless otherwise directed in writing by EPA's Project Coordinator. The reports must cover all activities that took place during the prior reporting period, including:
 - (a) The actions that have been taken toward achieving compliance with the Settlement;
 - (b) A summary of all results of sampling, tests, and all other data received or generated by Respondents;
 - (c) A description of all deliverables that Respondents submitted to EPA;

- (d) A description of all activities scheduled for the next six weeks;
- (e) Information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) A description of any modifications to the work plans or other schedules that Respondents have proposed or that have been approved by EPA; and
- (g) A description of all activities undertaken in support of the Community Involvement Plan (CIP) during the reporting period and those to be undertaken in the next six weeks.

5.2 Notice of Progress Report Schedule Changes. If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 5.1(d), changes, Respondents shall notify EPA of such change at least 7 days before performance of the activity.

6. DELIVERABLES

6.1 Applicability. Respondents shall submit deliverables for EPA approval or for EPA comment as specified in the SOW. If neither is specified, the deliverable does not require EPA's approval or comment. Paragraphs 6.2 (In Writing) through 6.4 (Technical Specifications) apply to all deliverables. Paragraph 6.5 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval.

6.2 In Writing. All deliverables under this SOW must be in writing unless otherwise specified.

6.3 General Requirements for Deliverables.

- (a) Except as otherwise provided in this Order, Respondents shall direct all deliverables required by this Order to Laura Stankosky, Remedial Project Manager for the Site at 1201 Elm Street, Dallas, Texas 75202, stankosky.laura@epa.gov.
- (b) All deliverables provided to the State in accordance with ¶ 8 (State Participation) shall be directed to [_____]
- (c) All deliverables must be submitted by the deadlines in the RD Schedule or RA Schedule, as applicable. Respondents shall submit all deliverables to EPA in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in ¶ 6.4. All other deliverables shall be submitted to EPA in the electronic form in both PDF (portable document format) and, upon request, in its original MS Office format (e.g., Word, Excel, Project, etc.) or in native or raw data formats as specified by the EPA Project Coordinator. All Excel spreadsheets submitted shall include all underlying formulas and calculations. If any deliverable includes maps, drawings, or other exhibits that are larger than

8.5" by 11", Respondents shall also provide EPA with paper copies of such exhibits.

6.4 Technical Specifications

- (a) Sampling and monitoring data should be submitted in both PDF (portable document format) and, upon request, in its original MS Office format (e.g., Word, Excel, Project, etc.) or in native or raw data formats. All Excel spreadsheets submitted shall include all underlying formulas and calculations.
- (b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://www.epa.gov/geospatial/epa-metadata-editor>.
- (c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

6.5 Approval of Deliverables

(a) Initial Submissions

- (1) After review of any deliverable that is required to be submitted for EPA approval under the CD or the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.
- (2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 6.5(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 6.5(a), Respondents shall, within fourteen (14) days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring Respondents to correct the deficiencies; or (5) any combination of the foregoing.
- (c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 6.5(a) (Initial Submissions) or ¶ 6.5(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the CD; and (2) Respondents shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.5(a) or ¶ 6.5(b) does not relieve Respondents of any liability for stipulated penalties under Section [XV] (Stipulated Penalties) of the Settlement.

6.6 Supporting Deliverables. Respondents shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. Respondents shall develop the deliverables in accordance with all applicable regulations, guidances, and policies (see Section 9 (References)). Respondents shall update each of these supporting deliverables as necessary or appropriate during the course of the Work, and/or as requested by EPA.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by the Work. Respondents shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. The HASP required by this RD SOW should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. (Updates may be needed for RA activities and after RA completion.) EPA does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency at the Site (for example, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP must include:

- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
 - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan, consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
 - (4) Notification activities in accordance with ¶ 3.9(b) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
 - (5) A description of all necessary actions to ensure compliance with Paragraph [11] (Emergencies and Releases) of the CD in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses all sample collection activities. The FSP shall include sampling objectives, sampling media, sampling locations, depths and frequency; sampling equipment and procedures; sample handling, analytical methods, analytical parameters and constituents; and a breakdown of samples to be analyzed through Contract Laboratory Program (CLP) and other sources, as well as the justification for those decisions. The FSP shall include tables of geographical coordinates and the appropriate maps showing locations of previous sampling locations and proposed sampling locations. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. Respondents shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988).
- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) augments the FSP and addresses sample analysis and data handling regarding the Work. The QAPP must include a detailed explanation of Respondents' quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. Respondents shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*, QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3,

EPA/505/B-04/900A through 900C (Mar. 2005). The QAPP also must include procedures:

- (1) To ensure that EPA and the State and its authorized representative have reasonable access to laboratories used by Respondents in implementing the CD (Respondents' Labs);
 - (2) To ensure that Respondents' Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;
 - (3) To ensure that Respondents' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods (Multi-Media, Multi-Concentration)*, SOM02.4 (Oct. 2016); and *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM02.4 (Oct. 2016)) or other methods acceptable to EPA;
 - (4) To ensure that Respondents' Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;
 - (5) For Respondents to provide EPA and the State with notice at least twenty eight (28) days prior to any sample collection activity;
 - (6) For Respondents to provide split samples and/or duplicate samples to EPA and the State upon request;
 - (7) For EPA and the State to take any additional samples that they deem necessary;
 - (8) For EPA and the State to provide to Respondents, upon request, split samples and/or duplicate samples in connection with EPA's and the State's oversight sampling; and
 - (9) For Respondents to submit to EPA and the State all sampling and tests results and other data in connection with the implementation of the CD.
- (e) **Data Management Plan:** Respondents shall prepare a Data Management Plan that outlines the procedures for storing, handling, accessing, retaining and securing data collected during the Work. Respondents shall consistently document the quality and validity of field and laboratory data compiled during the Work. Respondents shall supply all data to EPA in ArcView® format or other electronic format as directed by the RPM in accordance with the Data Management Plan. All Geographic Information System (GIS) data sets will be in a Universal Transverse Mercator (UTM) or State Plane coordinate system.
- (f) **Site Wide Monitoring Plan.** The purpose of the Site Wide Monitoring Plan (SWMP) is to obtain baseline information regarding the extent of contamination

in affected media at the Site; to obtain information, through short- and long- term monitoring, about the movement of and changes in contamination throughout the Site, before and during implementation of the RA; to obtain information regarding contamination levels to determine whether Performance Standards (PS) are achieved; and to obtain information to determine whether to perform additional actions, including further Site monitoring. The SWMP must include:

- (1) Description of the environmental media to be monitored;
 - (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
 - (4) Description of verification sampling procedures;
 - (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies; and
 - (6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) in the event that results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).
- (g) **Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the Construction Quality Assurance Plan (CQAP) is to describe planned and systemic activities that provide confidence that the RA construction will satisfy all plans, specifications, and related requirements, including quality objectives. The purpose of the Construction Quality Control Plan (CQCP) is to describe the activities to verify that RA construction has satisfied all plans, specifications, and related requirements, including quality objectives. The CQA/QCP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQA/QCP;
 - (2) Describe the PS required to be met to achieve Completion of the RA;
 - (3) Describe the activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;

- (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
 - (5) Describe industry standards and technical specifications used in implementing the CQA/QCP;
 - (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
 - (7) Describe procedures for documenting all CQA/QCP activities; and
 - (8) Describe procedures for retention of documents and for final storage of documents.
- (h) **O&M Plan.** The O&M Plan describes the requirements for inspecting, operating, and maintaining the RA. Respondents shall develop the O&M Plan in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017). The O&M Plan must include the following additional requirements:
- (1) Description of PS required to be met to implement the ROD;
 - (2) Description of activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (3) **O&M Reporting.** Description of records and reports that will be generated during O&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records, monitoring reports, and monthly and annual reports to EPA and State agencies;
 - (4) Description of corrective action in case of systems failure, including: (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve PS; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and (iv) community notification requirements; and
 - (5) Description of corrective action to be implemented in the event that PS are not achieved; and a schedule for implementing these corrective actions.
- (i) **O&M Manual.** The O&M Manual serves as a guide to the purpose and function of the equipment and systems that make up the remedy. Respondents shall develop the O&M Manual in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017).

- (j) **Institutional Controls Implementation and Assurance Plan.** The Institutional Controls Implementation and Assurance Plan (ICIAP) describes plans to implement, maintain, and enforce the Institutional Controls (ICs) at the Site. Respondents shall develop the ICIAP in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012). The ICIAP must include the following additional requirements:
- (1) Locations of recorded real property interests (e.g., easements, liens) and resource interests in the property that may affect ICs (e.g., surface, mineral, and water rights) including accurate mapping and geographic information system (GIS) coordinates of such interests; and
 - (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) and Texas Land Title Association (TLTA) survey guidelines and certified by a licensed surveyor.

7. SCHEDULES

7.1 Applicability and Revisions. All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the RD and RA Schedules set forth below. Respondents may submit proposed revised RD Schedules or RA Schedules for EPA approval. Upon EPA's approval, the revised RD and/or RA Schedules supersede the RD and RA Schedules set forth below, and any previously-approved RD and/or RA Schedules.

7.2 General Requirements Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1	Notification of Project Coordinator Designation		Within twenty (20) days after the Effective Date of the Settlement
2	Notification of Names and Qualifications of Supervising Contractor(s)		Within ten (10) days after the Effective Date of the Settlement
3	Weekly Communication Report	5.3	Within five (5) business days from meeting/conversation
4	Monthly Progress Report	6.1	Beginning on the 10th day in the month following the Effective Date of the Consent Decree and ending with the month following EPA approval of the RA Construction Completion
5	Meeting Decisions	5.4	5 working days following meeting
6	General Project Schedule	8.2	120 days after Effective Date

7.3 RD Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1	RDWP	3.1	Thirty (30) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
2	PDIWP	3.3(a)	Thirty (30) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
3	PSWP	3.4(b)	Sixty (60) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
4	Preliminary (30%) RD	3.5, 3.3(a)	One hundred twenty (120) days after EPA approval of Final RDWP
5	Intermediate (60%) RD	3.6	Thirty (30) days after EPA comments on Preliminary RD
6	Pre-final (90/95%) RD	3.7	Thirty (30) days after EPA comments on Intermediate RD
7	Final (100%) RD	3.8	Fifteen (15) days after EPA comments on Pre-final RD

8. STATE PARTICIPATION

- 8.1 Copies.** Respondents shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Respondents, send a copy of such document to the State.

8.2 Review and Comment. The State will have a reasonable opportunity for review and comment prior to:

- (a) Any EPA approval or disapproval under ¶ 6.5 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval; and
- (a) any disapproval of, or Notice of Work Completion under, ¶ 3.11 (Notice of Work Completion).

9. REFERENCES

9.1 The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA webpages listed in ¶ 9.2:

- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
- (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
- (c) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
- (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
- (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr. 1990).
- (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).
- (j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).

- (l) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (m) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (n) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).
- (o) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (p) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (q) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (r) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2005), <https://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.
- (s) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (t) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).
- (u) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (v) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (w) Principles for Greener Cleanups (Aug. 2009), <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (x) **[If Technical Assistance Plan provided for in SOW: Providing Communities with Opportunities for Independent Technical Assistance in Superfund Settlements, Interim (Sep. 2009).]**
- (y) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (z) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (aa) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).

- (bb) Construction Specifications Institute's MasterFormat 2016 edition, available from <https://www.csiresources.org/home>.
- (cc) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)
- (dd) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (ee) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (ff) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), https://www.epaosc.org/_HealthSafetyManual/manual-index.htm.
- (gg) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (hh) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).
- (ii) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, February 2014).
- (jj) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).
- (kk) Superfund Community Involvement Handbook, OSRTI, SEMS 100000070, (Jan. 2016), <https://semspub.epa.gov/work/HQ/100000070.pdf>. More information on Superfund community involvement is available on the Agency's Superfund Community Involvement Tools and Resources webpage at <https://www.epa.gov/superfund/superfund-community-involvement-tools-and-resources>.
- (ll) USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods (Multi-Media, Multi-Concentration), SOM02.4 (Oct. 2016), <https://www.epa.gov/clp/epa-contract-laboratory-program-statement-work-organic-superfund-methods-multi-media-multi-1>.
- (mm) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM02.4 (Oct. 2016), <https://www.epa.gov/clp/epa-contract-laboratory-program-statement-work-inorganic-superfund-methods-multi-media-multi-1>.

(nn) Guidance for Management of Superfund Remedies in Post Construction, OLEM 9200.3-105 (Feb. 2017), <https://www.epa.gov/superfund/superfund-post-construction-completion>.

9.2 A more complete list may be found on the following EPA webpages:

Laws, Policy, and Guidance: <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>

Test Methods Collections: <https://www.epa.gov/measurements/collection-methods>

9.3 For any regulation or guidance referenced in the CD or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Respondents receive notification from EPA of the modification, amendment, or replacement.

Enclosure D

SCORPIOS Report – Unreconciled Cost Summary

Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas

Reconciliation Pending
Itemized Cost Summary

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

REGIONAL PAYROLL COSTS	\$417,788.06
HEADQUARTERS PAYROLL COSTS	\$99.20
REGIONAL TRAVEL COSTS	\$20,080.41
HEADQUARTERS TRAVEL COSTS	\$100.09
ENFORCEMENT SUPPORT SERVICES (ESS)	
TECHLAW, INC. (68-W0-0083)	\$3,000.60
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (68-W0-0091) ...	\$577.68
ARS ALEUNT REMEDIATION, LLC (EPS51701)	\$38,111.54
GRB ENVIRONMENTAL SERVICES, INC. (EPW05013)	\$25,311.19
TOEROEK ASSOCIATES, INC. (EPW10011)	\$58,470.26
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)	
ALION SCIENCE & TECHNOLOGY (EPW06030)	\$82,370.31
RECORDS MANAGEMENT/ DOCUMENT CONTROL	
SCIENCE APPLICATION INT'L CORP. (EPR60801)	\$1,019.94
RESPONSE ACTION CONTRACT SERVICES (RAC2)	
CH2M HILL, INC. (EPW06021)	\$19,755.18
RESPONSE ACTION CONTRACT SERVICES (RACS)	
CH2M HILL, INC. (68-W6-0036)	\$10,951.41
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. (EPW06004)	\$80,000.00
SUPERFUND COOPERATIVE AGREEMENT (SCA)	
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (98616401)	\$1,503.00
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (V01F82601)	\$1,180.00
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (V96666101)	\$23,763.00

Reconciliation Pending

Itemized Cost Summary

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (V96666102)	\$15,006.00
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (V96666103)	\$64,580.00
TECHNICAL ASSISTANCE GRANT	
COASTAL BEND BAYS FOUNDATION (197631401)	\$30,441.13
TECHNICAL SERVICES & SUPPORT	
MARASCO NEWTON GROUP, LTD. (68-W9-8105)	\$73,488.10
COMPUTER SCIENCE CORPORATION (EPW06046)	\$15,218.59
TECHNICAL SERVICES AND SUPPORT	
WESTON SOLUTIONS, INC. (EPS51702)	\$14,461.17
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	\$98,227.78
MISCELLANEOUS COSTS (MIS)	(\$47,481.16)
EPA INDIRECT COSTS	\$485,049.19
Total Site Costs:	\$1,533,072.67

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALDRIDGE, BARBARA	2003	26	4.50	208.32
		27	5.25	243.02
	2004	01	2.25	104.15
		02	12.00	572.22
		03	15.75	750.47
		04	21.25	1,012.52
		05	12.25	583.70
		06	1.00	47.98
		08	0.25	11.92
		10	21.75	1,061.81
		11	19.50	951.96
		12	8.75	427.17
		13	1.75	85.45
		16	2.00	99.64
		18	24.25	1,208.07
		19	3.25	161.93
		20	1.00	49.82
		21	5.75	286.47
		22	2.50	124.55
		23	6.25	311.38
		24	1.00	49.82
		25	0.50	24.90
		26	4.00	199.27
	2005	03	1.00	50.01
		05	0.75	37.49
		08	10.25	512.57
		09	26.00	1,343.80
		10	7.75	400.55
		11	4.75	245.52
		12	1.25	64.60
		13	1.00	51.69
		14	21.50	1,111.22
		15	1.75	90.44
		16	1.00	51.69
		18	2.25	116.29
		19	0.75	38.75

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALDRIDGE, BARBARA	2005	20	1.25	64.61
		24	5.00	258.42
		25	14.75	762.34
		26	6.00	318.71
		27	8.00	413.49
	2006	02	18.00	956.73
		03	5.75	305.62
		04	8.50	451.79
		06	0.50	26.57
		07	2.00	106.30
		09	2.00	109.57
		10	1.75	95.87
		11	1.50	82.17
		12	7.75	424.59
		13	1.50	82.18
		14	0.25	13.69
		15	2.00	109.57
		16	2.50	136.96
		17	6.25	342.40
		18	11.75	643.72
		19	5.50	301.33
		20	1.25	68.48
		21	4.25	238.12
		22	18.50	1,013.56
		23	0.75	41.09
		24	20.00	1,079.26
		25	13.25	729.22
		26	4.00	219.16
		27	9.25	506.79
	2007	01	24.50	1,342.27
		03	1.00	54.79
		04	9.00	493.09
		05	0.25	13.69
		06	26.75	1,465.51
		07	17.50	958.77
		08	1.50	84.14

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALDRIDGE, BARBARA	2007	09	1.75	97.87
		10	1.00	55.92
		11	13.50	757.18
		12	4.75	265.63
		13	1.75	98.14
		14	3.00	168.28
		15	1.00	56.09
		18	6.75	378.59
		22	0.75	42.06
		23	1.00	56.09
		25	11.75	659.01
		26	2.50	140.22
	2008	01	1.25	72.06
		02	3.25	187.36
		03	18.00	1,033.10
		04	5.25	302.64
		06	2.75	158.54
		08	0.25	14.95
		09	1.00	59.77
		11	5.00	298.84
		14	0.50	30.46
		15	2.00	119.52
		16	2.00	119.52
		17	0.50	29.89
		19	1.75	104.60
		20	2.25	134.46
		21	1.25	74.67
		22	0.50	29.89
		24	0.25	14.95
	2009	09	2.50	155.75
		14	1.00	63.97
		15	0.75	47.97
		20	1.25	79.97
		21	1.75	111.95
		22	4.25	271.87
		23	15.00	959.50

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALDRIDGE, BARBARA	2009	24	23.75	1,519.21
		25	7.50	479.74
		26	21.25	1,359.29
		27	10.75	685.60
	2010	01	24.25	1,553.50
		02	22.25	1,423.24
		03	5.75	367.80
		04	4.50	287.85
		06	0.25	15.50
		07	1.75	111.95
		08	1.25	81.97
		09	5.00	327.86
		10	7.00	458.99
	2011	12	17.75	1,204.74
			<u>797.75</u>	<u>\$44,134.25</u>
BIRDSONG, DAVID	2005	23	6.00	239.40
	2007	06	2.00	87.06
		09	1.00	43.16
		11	1.00	44.57
		12	1.50	68.80
		13	1.00	44.02
		14	2.00	91.75
		15	2.50	114.67
		16	3.50	160.55
		18	2.00	87.68
		19	2.50	114.67
		22	3.00	132.08
		23	1.50	67.47
		24	0.50	22.94
		25	1.50	68.80
			<u>31.50</u>	<u>\$1,387.62</u>
BOLDEN, CARL	2002	16	4.00	201.39
		18	1.00	51.89
	2003	01	0.00	0.00

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BOLDEN, CARL	2003	02	5.00	259.47
		03	6.00	311.35
		04	6.00	311.35
		05	3.00	155.68
		06	1.50	77.84
		08	0.50	25.95
		09	2.00	107.19
	2005	27	2.00	121.31
	2006	07	12.00	727.82
		09	13.50	846.16
		15	1.00	62.67
		17	2.00	125.35
		18	12.50	805.90
		19	6.00	347.14
		22	8.00	515.72
		23	3.00	193.39
		24	5.00	322.32
		25	4.00	257.87
		26	4.00	257.86
		27	2.50	161.17
	2007	01	8.00	515.74
		02	4.00	257.87
		03	5.00	318.65
		04	2.50	153.44
		07	6.00	386.81
		09	2.00	132.20
		10	2.00	132.21
		11	2.50	165.25
		12	2.50	165.26
		14	3.00	198.31
		18	6.00	396.60
		22	2.00	132.21
		23	4.00	264.41
		24	3.50	231.35
		25	5.00	330.51
		26	2.00	132.21

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BOLDEN, CARL	2008	01	4.00	264.41
		02	2.50	165.25
		03	6.00	384.54
		04	2.00	125.86
		06	1.00	60.84
		08	1.00	68.53
		11	4.00	274.11
		12	2.00	137.08
		13	1.50	102.80
		15	1.50	102.80
		16	1.50	102.80
		19	2.00	140.88
		20	1.50	105.66
			<u>195.00</u>	<u>\$12,195.38</u>
BRADSHER, JAMIE	2007	18	2.00	81.84
			<u>2.00</u>	<u>\$81.84</u>
CAPUYAN, STEPHEN	2010	22	3.50	132.76
		26	8.75	331.91
	2011	09	1.00	38.24
		14	0.75	28.67
	2012	26	3.75	176.14
	2013	02	4.00	187.89
	2014	14	1.50	73.52
		15	3.75	183.83
		16	12.50	612.72
		18	5.25	257.35
	2015	05	1.50	78.66
		11	3.50	185.54
	2016	04	0.00	0.00
			<u>49.75</u>	<u>\$2,287.23</u>
CASANOVA, RAFAEL	2001	26	8.00	355.92
	2002	04	16.00	711.85
		25	14.00	653.42
		26	7.00	326.71

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CASANOVA, RAFAEL	2002	27	6.00	280.05
	2003	01	4.00	186.69
		02	16.00	746.76
		03	26.00	1,213.48
		04	15.00	700.09
		05	8.00	373.38
		08	15.00	700.09
		09	12.00	578.58
		10	8.00	385.72
		12	16.00	771.44
		13	3.00	144.65
		16	1.00	48.73
		17	8.00	389.77
		18	2.00	97.44
		19	16.00	779.55
		20	10.00	487.25
	2004	08	2.00	100.16
		10	1.00	51.24
		11	6.00	307.42
		17	8.00	418.58
		18	19.00	994.13
		19	51.00	2,668.46
		20	4.00	209.29
		22	4.00	209.30
		25	2.00	104.66
	2005	07	18.00	945.52
		10	4.00	217.90
		11	13.00	708.16
		12	1.50	81.72
		13	4.00	217.91
		15	2.00	108.95
		20	1.00	54.49
		25	16.50	903.88
		26	2.00	114.25
	2006	03	2.00	108.95
		10	16.00	942.77

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CASANOVA, RAFAEL	2006	11	7.00	394.10
		12	10.25	577.07
		13	3.00	161.08
		17	6.00	345.09
		21	7.50	476.80
		22	21.50	1,198.04
	2007	03	17.00	938.13
		07	6.75	390.28
		08	3.00	175.10
		11	2.00	114.03
		18	5.00	290.79
		23	2.50	142.54
		24	26.00	1,521.13
		25	3.00	173.12
	2008	01	0.00	0.00
		02	8.00	479.48
		03	25.25	1,488.42
		04	1.50	88.20
		06	1.00	58.54
		09	13.00	798.83
		10	16.50	920.88
		11	16.75	1,018.65
		12	22.50	1,356.00
		15	33.00	1,928.11
		16	24.50	1,505.48
		17	1.00	61.45
		19	5.00	307.23
		20	21.00	1,184.10
		21	8.00	491.57
		22	1.00	61.45
		23	19.00	1,167.52
		24	2.50	153.61
		25	1.00	61.45
	2009	04	3.00	184.34
		06	3.00	184.34
		08	10.00	639.38

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CASANOVA, RAFAEL	2009	10	1.00	63.94
		15	0.50	31.93
	2010	01	3.00	196.84
		08	11.00	738.24
		09	34.00	2,281.82
		10	0.50	33.56
		14	2.50	169.76
		17	1.00	67.12
	2011	04	2.00	134.75
		12	11.00	735.75
		22	5.00	337.66
	2012	08	2.00	135.41
		09	1.00	67.70
		10	29.00	1,963.26
		11	3.00	203.10
		17	2.00	135.39
		19	3.00	203.11
		21	22.00	1,539.83
		23	20.50	1,387.84
	2013	26	2.00	138.84
		04	1.00	69.42
		12	18.00	1,188.22
		13	2.00	138.96
		14	3.00	208.43
		15	4.00	277.89
		16	1.00	68.16
		17	7.00	477.10
		19	3.00	204.47
		20	3.00	204.96
		22	1.00	69.47
23		8.00	555.82	
2014	10	0.00	0.00	
	13	0.00	0.00	
			952.00	\$54,464.39
CHAVARRIA, GUSTAVO	2007	26	1.00	64.60

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CHAVARRIA, GUSTAVO	2008	02	1.00	64.59
		03	3.00	193.80
			<u>5.00</u>	<u>\$322.99</u>
CHIA, SING	2010	02	1.25	87.98
		03	1.00	70.38
			<u>2.25</u>	<u>\$158.36</u>
CHRISTIAN, DORETHA	2004	23	2.25	95.55
LEMUEL, DORETHA A.	2009	09	2.25	133.84
		10	0.75	44.62
	2010	02	2.00	118.96
		04	0.75	44.60
		05	0.50	29.74
		06	3.00	178.46
	2011	04	5.75	361.87
		05	0.50	31.47
		08	1.25	70.96
		09	3.00	189.87
		12	0.75	47.47
	2012	20	5.50	358.68
		21	3.75	248.48
		24	3.25	211.94
		26	5.75	374.98
		27	2.75	179.34
	2013	01	2.50	163.03
		02	0.50	32.62
		06	2.00	130.44
		10	0.75	49.00
		11	5.00	326.73
		12	1.75	114.36
		17	4.75	304.77
			<u>61.00</u>	<u>\$3,841.78</u>
COLEMAN, SAMUEL	2008	11	1.50	140.58

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COLEMAN, SAMUEL	2008	20	0.50	46.87
			2.00	\$187.45
COMPTON, JOSEPH	2002	13	6.50	334.85
		14	3.50	180.30
		16	0.50	25.76
		17	0.50	25.76
		21	4.50	231.83
		22	3.50	180.30
		23	6.00	309.26
		24	1.00	51.51
		25	1.50	77.29
		26	3.00	154.55
	2003	01	1.50	77.27
		02	1.00	51.51
		05	3.00	154.55
		06	1.00	51.51
		08	1.00	51.51
		09	3.50	186.66
		10	0.25	13.72
		11	0.50	27.43
		12	1.00	54.89
		13	3.00	164.63
		14	2.25	124.72
		15	0.50	27.72
		17	0.25	13.89
		27	0.25	13.84
	2004	02	1.25	69.29
		03	0.50	27.72
		04	0.50	27.72
		06	0.50	27.72
		10	1.00	56.83
		11	3.00	170.50
		12	1.50	85.26
		13	0.50	28.42
		20	14.50	840.81

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2004	21	9.50	550.88
		23	5.00	290.11
		24	1.00	57.98
		25	8.50	492.89
		26	1.00	57.98
		27	1.50	86.97
	2005	02	6.50	378.36
		05	0.25	14.55
		08	0.75	43.65
		09	2.25	135.84
		14	0.50	31.03
		15	2.75	170.63
		16	0.25	15.50
		19	1.50	93.07
		20	2.00	124.09
		21	0.50	31.03
		23	2.50	155.12
		24	6.50	412.01
		25	9.00	558.44
		26	2.50	155.12
		27	0.50	31.03
	2006	02	2.50	155.13
		03	4.00	248.19
		07	5.00	310.24
		10	0.50	32.13
		11	0.25	16.02
		12	0.50	32.07
		15	2.50	160.33
		16	4.50	288.59
		17	3.00	192.40
		18	4.00	262.26
		19	3.50	224.48
		20	1.00	64.14
		22	7.00	448.91
		23	3.50	224.46
		24	1.50	96.20

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2006	25	2.50	160.31
		26	3.00	192.41
		27	8.50	545.15
	2007	01	6.50	416.86
		02	4.50	288.58
		03	9.00	577.22
		04	2.50	158.89
		05	1.50	91.87
		06	4.00	256.54
		08	6.50	427.03
		09	1.50	101.24
		10	1.00	67.48
		11	3.50	236.18
		12	2.50	168.71
		13	1.00	67.48
		14	0.50	33.74
		15	5.00	337.42
		16	2.00	134.98
		18	10.00	674.83
		19	2.00	134.97
		22	3.00	202.45
		23	9.75	657.95
		24	10.75	725.44
		25	7.50	506.13
		26	1.00	67.48
	2008	01	8.00	524.28
		02	10.50	708.56
		03	8.00	539.86
		04	2.50	165.07
		05	1.00	64.42
		06	4.50	289.88
		08	4.00	279.60
		09	6.50	454.35
		10	1.50	104.85
		11	5.00	349.51
		14	5.50	393.39

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2008	15	3.00	209.72
		16	3.00	209.70
		17	2.00	139.82
		18	17.00	1,188.29
		19	5.00	349.51
		20	6.50	454.35
		21	5.00	349.50
		22	2.50	174.30
		23	3.50	244.64
		24	7.50	524.24
		25	2.00	139.80
		26	0.50	34.95
	2009	01	0.25	17.48
		03	1.50	104.85
		04	9.00	629.10
		05	5.00	340.70
		06	5.50	366.88
		08	22.00	1,499.44
		09	10.00	703.80
		10	6.50	485.26
		11	6.00	447.93
		13	6.00	454.24
		14	15.50	1,157.18
		15	1.00	74.69
		16	4.00	298.63
		17	21.00	1,567.78
		18	7.50	559.93
		19	9.00	671.91
		20	13.50	1,007.86
		21	16.00	1,194.51
		22	12.00	895.86
		23	10.50	783.89
		24	19.00	1,418.45
		25	9.00	671.92
		26	22.50	1,679.76
		27	4.50	337.92

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2010	01	10.00	744.46
		02	20.50	1,530.47
		03	12.50	933.21
		04	15.00	1,119.84
		05	9.50	677.29
		06	3.00	213.70
		07	2.00	149.31
		09	7.00	534.91
		10	4.50	343.85
		11	2.50	191.03
		15	3.00	229.23
		22	1.50	114.62
		24	0.50	38.21
		25	2.00	152.83
	2011	26	0.50	38.21
		06	3.50	256.22
		07	0.50	38.36
		08	6.00	462.33
		09	3.25	250.42
		11	4.50	346.73
		20	3.00	231.15
		24	2.50	192.59
		25	1.50	115.57
		26	1.50	115.58
	2012	02	2.50	192.91
		03	3.00	231.50
		11	1.00	79.26
		12	5.50	435.92
		13	10.00	792.56
		14	10.00	792.58
		15	17.00	1,347.37
		16	5.50	435.92
		17	14.50	1,149.21
		18	15.00	1,188.85
		19	19.50	1,545.51
		20	11.00	871.81

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2012	21	9.00	713.31
		22	6.00	475.55
		23	7.50	594.43
		24	8.50	673.67
		25	8.00	634.06
		26	7.00	554.80
		27	2.50	198.90
	2013	01	4.00	316.09
		02	3.50	277.40
		03	1.00	79.26
		04	0.50	39.33
		05	2.00	151.35
		06	4.00	302.68
		07	2.50	198.14
		11	8.00	635.01
		12	2.00	158.76
		13	1.00	79.37
		15	1.75	138.91
		17	3.50	273.46
		18	1.00	77.98
		19	2.00	156.58
		20	6.50	508.88
		21	4.50	350.90
		22	4.00	317.51
		23	3.00	238.12
		24	1.25	99.22
		25	0.50	39.69
		26	4.00	317.50
	2014	03	2.50	198.43
		05	4.00	317.50
		06	1.50	115.08
		08	0.50	39.69
		10	2.50	200.63
		11	5.50	441.39
		13	1.50	120.39
		14	4.00	282.51

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2014	15	3.25	260.82
		16	8.50	682.15
		18	1.00	80.25
		19	9.00	722.27
		20	0.50	40.14
		21	2.00	160.51
		22	0.50	40.14
		23	7.00	561.75
		25	2.00	160.51
	2015	01	0.00	0.00
		02	0.00	0.00
		04	0.00	0.00
		05	0.00	0.00
		06	0.00	0.00
		07	1.75	141.82
		08	1.50	121.57
		09	2.50	206.44
		10	2.50	209.90
		11	3.00	251.89
		12	6.50	545.75
		13	1.50	125.94
		15	2.50	209.90
		16	1.50	125.95
		19	1.00	83.97
		26	2.00	167.93
		27	2.00	167.93
	2016	02	0.50	42.13
		04	2.50	210.69
		05	1.75	145.37
		06	1.75	140.92
		07	6.25	526.73
		08	1.25	105.35
		09	3.75	321.62
		10	1.50	128.65
		11	1.50	128.64
		12	3.00	257.29

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2016	14	4.00	343.06
		15	1.50	128.66
		16	6.50	557.46
		18	2.75	235.84
		19	0.50	42.88
		20	3.00	257.29
			<u>1,111.25</u>	<u>\$80,095.37</u>
CONTRERAS, ROBERT	2004	23	1.00	39.13
	2005	13	1.00	41.60
	2011	09	0.50	25.84
	2015	08	0.00	0.00
			<u>2.50</u>	<u>\$106.57</u>
COOK, BRENDA	2001	06	16.00	664.96
		07	4.00	166.24
		09	6.00	260.03
		10	9.00	390.03
		14	9.00	390.03
		15	8.00	346.70
		22	5.00	216.69
		23	3.00	130.00
		24	10.00	433.63
		25	6.00	260.03
		26	16.00	693.39
	2002	10	1.00	45.29
	2016	08	0.00	0.00
			<u>93.00</u>	<u>\$3,997.02</u>
ELFEKY, MAHMOUD	2011	03	14.00	800.25
		04	12.00	685.94
		05	4.00	228.65
		06	16.00	914.59
		07	4.00	228.65
		08	18.00	1,071.95
		09	16.00	920.18

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ELFEKY, MAHMOUD	2011	10	46.00	2,645.49
			130.00	\$7,495.70
FAULTRY, CHARLES	2008	15	0.50	34.14
	2010	02	1.25	88.93
			1.75	\$123.07
FOUNTAIN, AUDRA	2013	06	20.50	1,075.04
		07	14.00	734.19
		08	11.50	603.43
		09	4.50	236.78
		10	3.75	197.33
			54.25	\$2,846.77
GANNON, NICHOLAS	2010	27	8.00	514.25
	2011	01	4.00	257.12
		03	2.00	129.06
		07	2.00	129.06
		11	5.00	325.11
			21.00	\$1,354.60
GILMORE, CATHY	2011	11	0.50	40.87
			0.50	\$40.87
GREENWELL, DEBORAH	2016	12	0.00	0.00
CROW, DEBORAH M.		27	0.50	17.55
	2017	15	0.25	8.97
			0.75	\$26.52
HEPOLA, JOHN	2004	05	0.50	33.29
	2005	14	1.50	107.95
		16	0.50	35.98
	2006	26	0.25	18.62
	2007	11	0.25	19.43
		24	0.50	38.65
		25	1.50	116.70

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
HEPOLA, JOHN	2007	26	0.75	58.42
			5.75	\$429.04
HERNANDEZ, JESSICA	2011	12	14.75	542.94
		13	13.50	496.94
		14	2.75	101.22
		15	0.75	27.60
			31.75	\$1,168.70
HIGGINS-COLTRAIN, KATRINA	2009	22	11.25	678.55
HIGGINS, KATRINA		23	25.50	1,538.02
		24	7.75	467.43
		25	0.75	45.24
		26	6.50	392.05
		27	8.25	497.59
	2010	01	7.25	431.49
		02	9.50	573.01
		03	17.00	1,025.35
		04	19.00	1,143.09
		05	6.25	376.98
		06	3.00	180.95
		07	2.25	135.72
		08	39.25	2,456.66
		09	23.50	1,470.87
		10	21.50	1,345.68
		11	18.25	1,142.26
		12	5.50	344.23
		13	6.25	391.19
		14	16.75	1,063.17
		15	32.25	2,018.50
		16	1.50	93.88
		17	15.00	938.86
		18	12.75	798.01
		19	10.50	657.19
		20	2.25	140.83
		21	19.25	1,204.84

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
HIGGINS-COLTRAIN, KATRINA	2010	22	6.25	391.18
		23	20.00	1,251.81
		24	10.00	619.08
		25	8.00	500.73
		26	5.25	326.06
		27	7.25	453.77
		01	9.25	578.95
	2011	02	23.50	1,476.71
		05	8.50	534.12
		07	4.50	282.77
		09	6.00	378.23
		10	2.00	126.08
		11	0.50	31.52
		12	16.25	1,024.34
		21	20.50	1,308.42
		22	20.50	1,292.25
		23	11.25	709.17
		24	6.00	371.57
		25	6.00	378.22
		26	8.25	520.05
		27	10.75	677.63
	2012	01	4.00	252.15
		02	31.75	2,004.58
		03	7.50	473.52
		04	11.25	710.28
		05	5.00	315.69
		06	0.75	47.35
		08	0.75	47.53
		09	2.50	158.44
		21	0.25	16.13
		24	0.50	31.83
	2013	24	0.50	31.75
			<hr/>	<hr/>
			624.00	\$38,873.55
HOCHSTETLER, JAMES	2001	19	5.00	196.96
		20	6.00	236.35

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
HOCHSTETLER, JAMES	2001	23	1.00	39.39
		25	1.00	39.39
		27	5.00	196.96
	2002	01	8.00	315.15
		02	8.00	315.14
		03	10.00	393.93
		04	19.00	748.48
		05	10.00	393.93
		06	40.00	1,575.74
		07	10.00	393.93
		08	12.00	472.73
		09	27.00	1,116.27
		10	3.00	124.03
		12	9.00	372.09
		13	4.00	165.37
		14	32.00	1,322.99
		15	60.00	2,480.63
		16	23.00	950.90
		17	13.00	537.47
		18	4.00	165.37
		19	6.00	248.06
		20	16.00	661.49
		21	15.00	620.15
		22	27.00	1,116.27
		23	15.00	620.15
		24	20.00	827.00
		25	18.00	744.18
		26	20.00	826.89
		27	18.00	744.19
		2003	02	15.00
	03		28.00	1,147.85
	04		57.00	2,336.72
	05		26.00	1,065.86
06	1.00		40.99	
			592.00	\$24,167.92

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
HONKER, WILLIAM	2003	01	0.25	16.58
			0.25	\$16.58
HUENI, CAMILLE	2011	12	7.50	518.61
			7.50	\$518.61
IVENER, BROOKE M.	2003	01	0.75	21.42
		02	8.00	228.43
		03	5.00	142.78
		04	0.75	21.43
			14.50	\$414.06
JOHNSON, DAWN	2009	15	1.00	65.52
BEHN, LYDIA		20	1.00	65.52
		22	2.00	131.02
		23	1.00	65.52
		24	2.00	131.02
		26	4.50	294.82
	2010	01	6.00	393.09
		02	2.25	147.41
		03	2.50	163.79
		04	4.25	278.43
	2011	06	0.75	51.97
		14	0.50	34.84
	2014	21	0.50	38.56
		27	0.25	19.29
	2015	01	0.00	0.00
		03	1.00	77.87
		09	0.50	39.35
		23	0.25	19.67
		26	1.00	78.68
	2016	07	0.00	0.00
		15	1.00	82.62
		17	0.00	0.00
			32.25	\$2,178.99

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
JOSIAM, RAJALAKSHMI	2002	21	4.00	78.84
			4.00	\$78.84
KUDLA-SHADE, COURTNEY	2013	06	1.00	61.88
		07	0.50	30.97
			1.50	\$92.85
LENNOX, URSULA	2008	22	8.00	552.59
			8.00	\$552.59
MCCLURG, RENA	2009	26	5.00	304.08
		27	3.50	212.86
	2010	05	3.00	182.46
		09	4.00	248.79
		10	1.00	62.20
	2011	02	1.00	62.20
		04	8.00	497.57
		05	3.00	186.60
		11	4.00	249.42
		12	2.00	124.71
		13	2.00	124.71
		14	5.00	311.77
		26	3.00	187.06
	2012	18	2.00	128.11
		19	1.00	64.06
	2013	06	2.00	128.11
		07	1.00	64.05
		13	1.00	64.12
		18	2.00	126.65
	2014	17	0.00	0.00
			53.50	\$3,329.53
MCKINNEY, JASON	2009	19	1.50	48.48
	2010	12	4.00	158.85
		24	1.50	70.22
		25	22.50	1,053.20
		26	30.00	1,404.31

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MCKINNEY, JASON	2010	27	9.50	444.69
	2011	01	8.00	350.56
		02	39.25	1,844.13
		03	2.50	117.46
		08	1.00	47.50
		11	3.50	166.20
		14	3.00	142.45
		16	0.50	23.74
		26	1.50	73.36
		27	3.25	158.96
	2012	02	5.50	269.42
		04	12.00	587.83
		05	0.50	24.48
		06	1.50	73.47
		07	2.50	122.45
		08	1.50	74.25
		09	0.50	24.73
		10	1.25	61.88
		11	0.50	24.75
		13	0.50	24.74
		17	0.75	37.11
		18	0.50	24.75
		19	1.50	74.24
		21	1.25	61.87
		22	0.25	12.37
		24	0.75	37.11
	2013	01	0.25	12.73
		05	0.50	25.48
		12	0.50	25.54
	2014	23	0.25	13.34
	2016	13	0.00	0.00
		20	0.50	27.75
			<u>164.75</u>	<u>\$7,744.40</u>
MILBURN, ANNA	2009	21	10.00	644.41
TREINIES, ANNA		22	6.00	386.65

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MILBURN, ANNA	2009	23	5.00	322.21
		25	8.00	515.54
		26	3.00	193.31
	2010	03	13.00	837.74
		04	3.00	193.31
		05	6.00	386.65
		08	51.00	3,321.16
		09	14.00	903.56
		11	18.00	1,161.73
		12	6.00	387.25
		14	15.00	986.76
		15	27.00	1,742.59
		19	9.00	580.87
		20	9.00	580.86
	2011	02	15.50	1,004.22
		09	2.00	133.50
		11	6.00	400.52
		17	20.00	1,335.05
		19	8.00	534.02
		20	8.00	534.03
		21	11.00	743.03
		22	18.00	1,201.55
		23	3.00	200.25
		25	2.00	133.50
	2012	26	11.00	734.27
		01	4.00	266.99
		02	31.00	2,072.49
		03	7.00	467.99
		04	4.00	267.41
		10	2.00	134.18
		11	6.00	402.58
		13	6.50	436.12
		19	1.00	67.10
		27	0.50	33.55
	2013	03	24.00	1,610.31
		04	3.00	201.29

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MILBURN, ANNA	2013	05	15.50	1,039.98
	2015	12	0.00	0.00
		13	0.00	0.00
		14	0.00	0.00
		15	0.00	0.00
		17	4.00	285.03
	2016	13	0.00	0.00
		14	0.00	0.00
			<u>416.00</u>	<u>\$27,383.56</u>
MILLER, PATRICE	2003	27	0.25	14.75
	2004	04	0.50	30.57
		05	2.00	118.13
	2005	08	0.25	14.58
		09	1.50	89.35
		26	1.50	93.94
		27	1.00	60.85
	2006	02	3.50	212.85
		03	2.50	152.13
			<u>13.00</u>	<u>\$787.15</u>
NEGRI, BEVERLY	2002	07	1.50	96.58
		09	0.50	33.84
		25	1.00	67.65
		26	0.50	33.84
		27	1.50	98.55
	2003	13	5.00	349.94
	2004	05	2.00	134.78
		06	18.00	1,173.56
		08	1.00	70.71
		09	0.50	36.23
		11	1.00	72.45
		13	1.50	108.69
		15	2.00	147.92
		16	1.00	73.95
		21	1.50	110.95

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
NEGRI, BEVERLY	2004	22	2.00	147.92
	2005	07	1.00	76.21
		10	1.50	118.64
		15	1.50	118.64
		19	3.00	237.31
	2007	04	1.00	77.98
		13	0.50	41.90
		14	0.50	41.91
		19	1.00	83.82
	2008	11	2.00	178.25
		18	1.50	133.69
	2009	11	1.00	92.75
	2010	03	3.00	265.35
		04	2.00	176.90
		25	2.75	253.77
		26	1.00	92.35
		27	3.00	276.33
	2011	01	3.00	277.52
		02	5.00	463.50
			<u>74.75</u>	<u>\$5,764.38</u>
PARR, HENRY	2002	04	3.00	144.65
		05	3.00	144.65
		06	4.50	216.99
		07	0.50	24.10
		09	1.25	63.42
		10	1.50	76.10
		11	1.00	50.72
		12	2.00	101.45
		14	1.00	50.72
		15	1.00	50.72
		16	3.00	152.17
		17	3.50	177.53
		18	3.00	152.17
		21	1.00	50.72
		22	3.50	177.53

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
PARR, HENRY	2002	23	2.00	101.45
		25	2.00	101.45
		26	1.00	52.10
		27	1.00	52.10
	2003	01	2.00	104.21
		02	3.00	154.95
		03	2.00	103.31
		04	3.00	154.95
		05	4.00	206.59
		06	3.00	154.95
		08	2.50	129.12
		09	1.00	53.48
		11	3.00	160.46
		12	1.00	53.48
		14	1.00	54.03
		21	1.00	54.03
	2004	06	0.50	27.02
		08	0.50	27.02
		11	1.00	55.42
		18	1.00	56.56
	2006	19	2.00	124.12
		22	1.00	62.08
			<u>72.25</u>	<u>\$3,733.08</u>
PEREZ, MYRA	2010	26	5.00	299.81
		27	9.00	539.66
	2011	01	10.00	599.61
		02	7.00	421.42
		03	21.00	1,264.25
		04	16.00	939.48
		05	13.00	782.65
		06	21.00	1,264.26
		07	12.00	709.65
		08	14.00	843.96
		09	2.00	122.45

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
PEREZ, MYRA	2014	23	6.00	367.20
			136.00	\$8,154.40
PEYCKE, MARK	2002	17	0.50	31.30
		20	0.25	15.66
	2006	26	0.25	18.99
	2007	12	0.75	61.25
		24	1.00	81.66
		25	2.00	158.25
		26	0.75	58.35
	2008	03	1.00	77.80
		09	0.50	42.37
	2009	16	0.75	67.83
	2010	02	1.00	86.13
			8.75	\$699.59
RAGON, CAROLYN	2012	26	1.00	68.37
STAUDER, CAROLYN A.	2013	08	2.00	136.94
		09	7.25	498.17
		10	4.50	309.21
	2014	16	0.00	0.00
			14.75	\$1,012.69
RAUSCHER, JON	2008	20	1.00	68.49
		21	0.50	34.26
	2010	15	1.75	130.80
		21	0.50	37.43
		23	1.00	74.07
		25	0.25	18.42
	2011	07	0.25	18.76
		08	0.50	37.52
		13	0.50	37.52
		14	0.25	18.76
		25	0.25	18.76
	2013	05	0.50	36.75
			7.25	\$531.54

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
RILEY, JOHN	2003	02	5.25	189.81
			5.25	\$189.81
SANCHEZ, CARLOS	2010	01	11.00	755.08
		02	4.00	274.57
	2011	11	2.00	140.40
	2012	09	1.00	67.73
	2016	14	0.00	0.00
		15	0.00	0.00
		16	0.00	0.00
		24	2.00	148.07
		25	2.00	148.08
	2017	15	0.00	0.00
			22.00	\$1,533.93
SHADE, KEVIN	2006	22	5.00	130.59
	2007	01	6.00	160.13
		02	4.25	113.82
		18	5.25	172.59
			20.50	\$577.13
SHEWMAKE, KENNETH	2008	19	1.50	53.59
		20	14.00	500.31
		21	3.75	134.01
		22	1.00	35.75
		23	20.50	870.94
	2009	23	1.25	56.53
	2010	03	12.25	553.98
		04	34.50	1,560.13
		05	5.25	237.41
		08	30.75	1,426.53
		09	40.25	1,867.27
		10	2.25	119.53
		11	20.00	1,062.54
		12	13.00	690.66
		13	1.00	53.12
		14	8.00	434.96

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
SHEWMAKE, KENNETH	2010	15	45.50	2,417.27
		16	9.25	491.41
		19	24.50	1,301.61
		20	10.00	531.28
		25	0.50	26.56
		27	0.50	26.56
	2011	02	16.50	880.02
		05	1.75	93.34
		06	0.50	26.66
		07	0.75	39.99
		08	1.50	80.48
		09	3.25	174.37
		11	1.50	83.06
		12	2.00	110.74
		16	1.50	83.06
		17	15.00	830.53
		19	35.75	1,979.47
		20	5.50	304.54
		21	16.25	912.70
		22	21.75	1,204.28
		23	0.25	13.85
		25	8.75	484.49
		26	12.50	692.15
	2012	02	28.75	1,594.35
		11	0.75	42.98
		19	1.00	57.30
		27	0.50	28.64
	2013	03	20.00	1,146.03
		04	12.25	701.93
		05	4.75	272.18
	2014	05	0.00	0.00
		06	0.00	0.00
		18	1.75	107.45
			514.25	\$26,396.54

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
STANKOSKY, LAURA	2017	02	0.00	0.00
			0.00	\$0.00
STENGER, WREN	2009	20	0.75	65.14
		24	2.00	173.65
		25	1.00	86.83
	2010	01	4.00	331.14
		02	6.00	496.15
		04	2.00	165.37
			15.75	\$1,318.28
SUTTICE, ETHEL	2003	20	2.00	87.60
			2.00	\$87.60
THOMAS, VENA	2002	23	4.50	102.82
THOMAS, VENA J.		24	0.50	11.43
		26	1.50	34.27
	2003	18	1.00	24.33
	2007	11	1.00	29.69
			8.50	\$202.54
TRACY, JANICE	2002	11	0.50	20.90
BIVENS, JANICE B.				
HUTTON, JANICE B.				
POWELL, JANICE B.				
			0.50	\$20.90
TWINE, DYIANN	2009	08	8.00	369.29
		11	2.50	115.40
		14	3.50	165.85
		17	1.75	82.92
		20	1.50	71.08
		21	3.00	142.16
		24	4.25	201.39
		25	1.00	47.39
	2010	03	2.00	94.78
	2011	12	6.50	317.37

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
TWINE, DYIANN	2017	19	0.00	0.00
			34.00	\$1,607.63
VILLARREAL, CHRISTOPHER	2016	14	0.00	0.00
			0.00	\$0.00
WEBSTER, SUSAN	2001	07	1.00	44.81
		08	1.00	48.23
		09	1.00	50.10
		10	1.00	50.10
		11	1.00	50.10
		12	1.00	50.10
			6.00	\$293.44
WERNER, ROBERT	2002	01	4.00	154.55
		02	26.50	1,023.88
		03	31.00	1,197.74
		04	27.50	1,062.52
		05	48.75	1,883.56
		06	46.00	1,777.29
		07	15.00	579.57
		08	26.00	1,004.55
		09	33.50	1,358.43
		10	18.00	729.89
		12	9.00	364.95
		13	0.00	0.00
		14	6.00	243.30
		15	20.50	831.28
		16	58.25	2,362.06
		17	34.50	1,398.98
		18	22.00	892.11
		19	21.00	851.55
		20	27.75	1,125.27
		21	12.00	486.61
		22	32.00	1,297.61
		23	16.00	648.80
		24	11.00	446.06

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>	
WERNER, ROBERT	2002	25	12.00	486.61	
		26	4.00	162.20	
		27	2.25	91.24	
	2003	02	3.00	121.65	
		03	1.00	40.55	
		05	21.00	851.55	
		06	1.00	40.55	
		08	16.00	648.80	
		09	47.00	1,969.17	
		10	45.50	1,906.32	
		11	43.50	1,822.53	
		12	44.00	1,843.49	
		13	11.00	460.86	
		14	8.75	370.51	
		15	4.75	201.15	
		16	24.50	1,037.38	
		17	21.00	889.19	
		18	23.00	973.86	
		19	15.00	635.13	
		20	26.00	1,100.89	
		21	22.50	952.70	
		22	35.50	1,503.15	
		23	10.50	456.53	
		24	13.00	565.22	
		26	3.00	130.44	
		2004	03	3.25	141.33
			08	0.25	10.88
	13		1.75	77.90	
	16		0.50	22.73	
	18		0.00	0.00	
	2005	27	2.50	123.38	
	2006	04	1.00	49.36	
		07	4.50	222.08	
			1,018.75	\$41,629.89	
WILLIAMS, DONALD	2007	25	4.00	267.28	

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WILLIAMS, DONALD	2007	26	1.00	66.82
	2008	11	1.00	69.25
		12	1.00	69.25
		13	4.00	276.96
		14	1.25	87.01
		15	1.00	69.25
		16	1.00	69.25
		20	2.00	138.48
	2011	02	0.50	36.99
			<u>16.75</u>	<u>\$1,150.54</u>
Total Regional Payroll Costs			<u><u>7,460.00</u></u>	<u><u>\$417,788.06</u></u>

Reconciliation Pending
Headquarters Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
LEGARE, AMY	2002	16	1.50	74.40
		18	0.50	24.80
			2.00	\$99.20
Total Headquarters Payroll Costs			2.00	\$99.20

Reconciliation Pending

Regional Travel Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
ALDRIDGE, BARBARA	TM0183863	ACHA04042	02/13/2004	362.95
	TM0563081	ACHA07312	11/13/2007	652.01
				<hr/> \$1,014.96
CASANOVA, RAFAEL	4504116	ACHA01337	12/05/2001	560.53
	TM0064302	ACHA02284	10/16/2002	98.40
	TM0066134	ACHA02304	11/04/2002	287.90
	TM0069020	ACHA02323	11/21/2002	583.89
	TM0072626	ACHA02343	12/11/2002	187.98
	TM0094352	ACHA03079	03/24/2003	379.84
	TM0181510	ACHA04044	02/18/2004	166.67
	TM0228932	ACHA04184	07/07/2004	126.18
	TM0368569	ACHA05321	11/21/2005	76.61
	TM0545051	ACHA07243	09/05/2007	353.92
	TM0562748	ACHA07344	12/12/2007	500.24
	0S9OVY	AMP120025	02/09/2012	1,069.37
	0SSPJF	AMP120164	08/24/2012	82.05
	0SSPJF	AVC120177	08/27/2012	643.08
	0SRNCB	AVC130003	10/02/2012	43.50
				<hr/> \$5,160.16
HIGGINS-COLTRAIN, KATRINA	0Q0PV7	ACHA09334	12/02/2009	642.51
HIGGINS, KATRINA	0Q8YTI	ACHA10060	03/03/2010	713.90
	0R0M1F	ACHA10302	11/02/2010	695.38
	0RK3D3	ACHA11143	05/25/2011	686.14
				<hr/> \$2,737.93
HOCHSTETLER, JAMES	T6650781	ACHA01340	12/10/2001	438.04

Reconciliation Pending

Regional Travel Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
HOCHSTETLER, JAMES	T6651013	ACHA02022	01/24/2002	606.99
	T6651013	ACHC02022	01/24/2002	233.76
	TM0014940	ACHA02037	02/08/2002	636.15
				<hr/> \$1,914.94
IVENER, BROOKE M.	TM0066126	ACHA02308	11/06/2002	63.89
				<hr/> \$63.89
LENNOX, URSULA	0ORYYE	ACHA08221	08/12/2008	433.37
				<hr/> \$433.37
MCKINNEY, JASON	0R2LY8	ACHA10301	11/01/2010	1,164.53
				<hr/> \$1,164.53
MILBURN, ANNA	0Q9QK6	ACHA10056	03/01/2010	743.90
TREINIES, ANNA	0R1R1H	ACHA10306	11/04/2010	758.66
	0RL2NQ	ACHA11143	05/25/2011	647.05
				<hr/> \$2,149.61
NEGRI, BEVERLY	TM0172075	ACHA03350	12/18/2003	496.60
				<hr/> \$496.60
SHEWMAKE, KENNETH	0Q1RWZ	ACHA09336	12/04/2009	558.05
	0Q9XE3	ACHA10056	03/01/2010	795.00
	0R0SPX	ACHA10301	11/01/2010	609.75
	0RKDNB	ACHA11144	05/26/2011	597.43
				<hr/> \$2,560.23
WERNER, ROBERT	T6650782	ACHA01348	12/18/2001	367.21
	T6651014	ACHA02015	01/17/2002	595.61
	TM0014951	ACHA02046	02/20/2002	482.61

Reconciliation Pending

Regional Travel Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
WERNER, ROBERT	TM0094698	ACHA03077	03/20/2003	364.90
	TM0134031	ACHA03233	08/25/2003	573.86
				<hr/> \$2,384.19
Total Regional Travel Costs				<hr/> <hr/> \$20,080.41

Reconciliation Pending

Headquarters Travel Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
AMMON, DOUGLAS C.	TAA07YYA	AMP200069	01/14/2020	3.62
	TAA07YYA	AVC200098	01/14/2020	42.66
				<hr/> \$46.28
WILSON, KARL	TAA07YU5	AVC200096	01/13/2020	44.45
	TAA07YU5	AMP200068	01/13/2020	9.36
				<hr/> \$53.81
Total Headquarters Travel Costs				<hr/> <hr/> \$100.09

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TECHLAW, INC.

EPA Contract Number: 68-W0-0083

Delivery Order Information DO # Start Date End Date
 6015 10/01/2001 08/27/2004

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 10/01/2001 To: 08/27/2004

Summary of Service:

Total Costs: \$3,000.60

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
T15-10	03/13/2002	18,306.17	R2375 04/15/2002	350.65	119.94
T15-11	04/15/2002	8,706.74	R2421 05/09/2002	787.50	269.36
T15-12	05/15/2002	9,717.24	R2481 06/10/2002	0.28	0.10
T15-13	06/13/2002	37,426.84	R2545 07/12/2002	1.18	0.40
T15-15	08/12/2002	477.47	R2645 09/06/2002	1.68	0.57
T15-20	02/11/2003	281.52	R3285 03/13/2003	-41.56	-14.22
T15-22	04/09/2003	411.06	R3377 05/08/2003	393.98	134.76
T15-23	05/13/2003	618.23	R3435 06/12/2003	618.23	211.46
T15-38	09/14/2004	3,093.45	R5013 10/08/2004	15.45	5.28
ESS2FY0215	01/21/2005	8,666.49	R5279 02/17/2005	69.14	23.65
ESS2FY0315	01/21/2005	191.08	R5278 02/17/2005	39.32	13.45
Total:				<u>\$2,235.85</u>	<u>\$764.75</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TECHLAW, INC.

EPA Contract Number: 68-W0-0083

Delivery Order Information DO # Start Date End Date
6015 10/01/2001 08/27/2004

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 10/01/2001 To: 08/27/2004

Summary of Service:

Total Costs: \$3,000.60

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
T15-10	R2375	Class	0.342047
T15-11	R2421	Class	0.342047
T15-12	R2481	Class	0.342047
T15-13	R2545	Class	0.342047
T15-15	R2645	Class	0.342047
T15-20	R3285	Class	0.342047
T15-22	R3377	Class	0.342047
T15-23	R3435	Class	0.342047
T15-38	R5013	Class	0.342047
ESS2FY0215	R5279	Class	0.342047
ESS2FY0315	R5278	Class	0.342047

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

EPA Contract Number: 68-W0-0091

Delivery Order Information DO # Start Date End Date
 6011 01/05/2002 07/19/2002

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 01/05/2002 To: 07/19/2002

Summary of Service:

Total Costs: \$577.68

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
1260-09	02/15/2002	71,554.97	R2328 03/18/2002	94.13	21.76
1260-10	03/15/2002	59,450.22	R2369 04/10/2002	18.62	4.30
1260-13	06/07/2002	84,092.76	R2529 07/03/2002	285.58	66.01
1260-12	06/21/2002	80,311.28	R2557 07/17/2002	34.64	8.01
1260-14	07/03/2002	56,676.83	R2582 08/01/2002	7.32	1.69
1260-15	08/02/2002	45,086.18	R2627 08/28/2002	28.93	6.69
Total:				<u>\$469.22</u>	<u>\$108.46</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

EPA Contract Number: 68-W0-0091

Delivery Order Information DO # Start Date End Date
6011 01/05/2002 07/19/2002

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 01/05/2002 To: 07/19/2002

Summary of Service:

Total Costs: \$577.68

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
1260-09	R2328	Final	0.231150
1260-10	R2369	Final	0.231150
1260-13	R2529	Final	0.231150
1260-12	R2557	Final	0.231150
1260-14	R2582	Final	0.231150
1260-15	R2627	Final	0.231150

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
1	06/02/2017	52,418.50	AVC170202 06/22/2017	556.04	190.19
2	06/13/2017	104,836.99	AVC170205 06/28/2017	64.55	22.08
3	07/10/2017	104,836.99	AVC170223 07/24/2017	64.55	22.08
4	07/26/2017	104,836.99	AVC170242 08/18/2017	368.34	125.99
5	08/17/2017	104,836.99	AVC170257 09/07/2017	73.13	25.01
6	09/19/2017	104,836.99	AVC180002 10/03/2017	87.43	29.91
7	10/20/2017	104,836.99	AVC180038 11/15/2017	9.80	3.35
8	11/16/2017	104,836.99	AVC180060 12/08/2017	639.40	218.70
9	12/18/2017	104,836.99	AVC180103 01/18/2018	251.50	86.02
10	01/22/2018	104,836.99	AVC180123 02/13/2018	468.92	160.39
11	02/23/2018	104,836.99	AVC180152 03/19/2018	158.57	54.24
12	03/07/2018	52,418.49	AVC180159 03/28/2018	120.75	41.30
13	03/20/2018	53,989.94	AVC180172 04/10/2018	632.96	216.50
14	04/20/2018	107,979.87	AVC180210 05/14/2018	779.13	266.50
15	05/18/2018	107,979.87	AVC180230 06/08/2018	26.75	9.15
16	06/22/2018	107,979.87	AVC180253 07/12/2018	294.15	100.61
17	07/20/2018	107,979.87	AVC180276 08/10/2018	231.56	79.20
19	09/20/2018	107,979.87	AVC190015 10/05/2018	154.60	52.88
20	10/20/2018	107,979.87	AVC190042 11/06/2018	28.47	9.74
21	11/20/2018	30,468.59	AVC190066 12/03/2018	48.21	16.49
21	11/20/2018	107,979.87	AVC190066 12/03/2018	780.05	266.81
22	12/20/2018	108,066.85	AVC190094 01/28/2019	597.24	204.28

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
23	02/05/2019	107,979.87	AVC190128 02/19/2019	1,194.91	408.72
24	03/11/2019	53,989.93	AVC190162 03/28/2019	101.39	34.68
25	03/25/2019	55,609.68	AVC190171 04/10/2019	258.00	88.25
26	04/19/2019	4,646.55	AVC190189 05/06/2019	357.37	122.24
26	04/19/2019	111,219.35	AVC190189 05/06/2019	836.94	286.27
27	05/21/2019	5,254.68	AVC190210 06/04/2019	1,482.49	507.08
27	05/20/2019	111,219.35	AVC190210 06/04/2019	836.94	286.27
27	05/20/2019	12,858.16	AVC190212 06/06/2019	17.81	6.09
28	06/20/2019	11,065.18	AVC190231 07/02/2019	1,808.04	618.43
28	06/20/2019	111,219.35	AVC190231 07/02/2019	922.37	315.49
29	07/20/2019	8,539.16	AVC190257 08/02/2019	29.28	10.02
29	07/20/2019	111,219.35	AVC190257 08/02/2019	395.98	135.44
30	08/20/2019	9,161.77	AVC190285 09/09/2019	21.96	7.51
30	08/20/2019	111,219.35	AVC190285 09/09/2019	120.91	41.36
31	09/20/2019	111,219.35	AVC200007 10/07/2019	431.69	147.66
31	09/23/2019	9,262.44	AVC200009 10/08/2019	497.76	170.26
32	10/20/2019	111,219.35	AVC200030 11/01/2019	129.87	44.42
00033	11/21/2019	111,219.35	AVC200072 12/12/2019	9.18	3.14
34	12/20/2019	111,219.35	AVC200093 01/09/2020	16.48	5.64
00035	01/22/2020	111,219.35	AVC200129 02/10/2020	81.28	27.80
EPS51701_37_00	03/09/2020	55,609.67	AVC200176 03/27/2020	61.74	21.12
EPS51701_38_00	03/19/2020	57,279.89	AVC200186 04/02/2020	43.80	14.98

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
EPS51701_39_00	03/19/2020	6,879.54	AVC200186 04/02/2020	34.10	11.66
EPS51701_40_00	04/20/2020	25,368.24	AVC200223 05/05/2020	5,034.60	1,722.07
EPS51701_39_00	04/20/2020	114,559.77	AVC200228 05/11/2020	129.11	44.16
EPS51701_40_00	05/22/2020	114,559.77	AVC200248 06/04/2020	26.46	9.05
EPS51701_42_00	06/22/2020	9,557.58	AVC200290 07/10/2020	11.29	3.86
EPS51701_42_00	07/22/2020	114,559.77	AVC200319 08/13/2020	172.95	59.16
EPS51701_43_00	07/22/2020	22,699.49	AVC200319 08/13/2020	1,401.43	479.35
EPS51701_44_00	08/24/2020	14,226.26	AVC200335 09/03/2020	719.32	246.04
EPS51701_44_00	09/21/2020	114,559.77	AVC210005 10/06/2020	92.61	31.68
EPS51701_45_00	09/21/2020	29,553.08	AVC210005 10/06/2020	204.00	69.78
EPS51701_45_00	10/21/2020	114,559.77	AVC210028 11/05/2020	184.49	63.10
EPS51701_45_00	10/21/2020	8,036.71	AVC210028 11/05/2020	814.32	278.54
EPS51701_46_00	11/22/2020	114,559.77	AVC210064 12/09/2020	101.64	34.77
EPS51701_46_00	11/22/2020	7,667.94	AVC210064 12/09/2020	1,379.82	471.96
EPS51701_47_00	12/22/2020	114,559.77	AVC210083 01/04/2021	9.46	3.24
EPS51701_47_00	12/22/2020	8,926.61	AVC210083 01/04/2021	1,888.75	646.04
EPS51701_48_00	01/20/2021	114,559.77	AVC210116 02/03/2021	45.83	15.68
EPS51701_48_00	01/20/2021	10,092.75	AVC210116 02/03/2021	16.72	5.72
EPS51701_49_00	02/25/2021	114,559.77	AVC210154 03/10/2021	17.00	5.81

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
EPS51701_52_00	04/20/2021	117,999.22	AVC210200 05/03/2021	21.90	7.49
Total:				<u>\$28,398.09</u>	<u>\$9,713.45</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
1	AVC170202	Class	0.342047
2	AVC170205	Class	0.342047
3	AVC170223	Class	0.342047
4	AVC170242	Class	0.342047
5	AVC170257	Class	0.342047
6	AVC180002	Class	0.342047
7	AVC180038	Class	0.342047
8	AVC180060	Class	0.342047
9	AVC180103	Class	0.342047
10	AVC180123	Class	0.342047
11	AVC180152	Class	0.342047
12	AVC180159	Class	0.342047
13	AVC180172	Class	0.342047
14	AVC180210	Class	0.342047
15	AVC180230	Class	0.342047
16	AVC180253	Class	0.342047
17	AVC180276	Class	0.342047
19	AVC190015	Class	0.342047
20	AVC190042	Class	0.342047
21	AVC190066	Class	0.342047
22	AVC190094	Class	0.342047
23	AVC190128	Class	0.342047

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
24	AVC190162	Class	0.342047
25	AVC190171	Class	0.342047
26	AVC190189	Class	0.342047
27	AVC190210	Class	0.342047
27	AVC190210	Class	0.342047
27	AVC190212	Class	0.342047
28	AVC190231	Class	0.342047
29	AVC190257	Class	0.342047
30	AVC190285	Class	0.342047
31	AVC200007	Class	0.342047
31	AVC200009	Class	0.342047
32	AVC200030	Class	0.342047
00033	AVC200072	Class	0.342047
34	AVC200093	Class	0.342047
00035	AVC200129	Class	0.342047
EPS51701_37_00001	AVC200176	Class	0.342047
EPS51701_38_00001	AVC200186	Class	0.342047
EPS51701_39_00003	AVC200186	Class	0.342047
EPS51701_40_00003	AVC200223	Class	0.342047
EPS51701_39_00001	AVC200228	Class	0.342047
EPS51701_40_00001	AVC200248	Class	0.342047
EPS51701_42_00003	AVC200290	Class	0.342047

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
EPS51701_42_00001	AVC200319	Class	0.342047
EPS51701_43_00003	AVC200319	Class	0.342047
EPS51701_44_00003	AVC200335	Class	0.342047
EPS51701_44_00001	AVC210005	Class	0.342047
EPS51701_45_00003	AVC210005	Class	0.342047
EPS51701_45_00001	AVC210028	Class	0.342047
EPS51701_45_00005	AVC210028	Class	0.342047
EPS51701_46_00001	AVC210064	Class	0.342047
EPS51701_46_00005	AVC210064	Class	0.342047
EPS51701_47_00001	AVC210083	Class	0.342047
EPS51701_47_00005	AVC210083	Class	0.342047
EPS51701_48_00001	AVC210116	Class	0.342047
EPS51701_48_00005	AVC210116	Class	0.342047
EPS51701_49_00001	AVC210154	Class	0.342047
EPS51701_52_00001	AVC210200	Class	0.342047

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: GRB ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: EPW05013

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	4	10/01/2005	09/29/2006
	7	08/29/2009	11/27/2009

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 10/01/2005 To: 11/27/2009

Summary of Service:

Total Costs: \$25,311.19

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
19-04	10/15/2005	19,876.83	R6118 12/01/2005	3,777.70	1,135.67
20-04	12/15/2005	27,261.36	R6193 01/06/2006	2,770.80	832.97
21-04	01/16/2006	32,876.60	R6255 02/08/2006	354.78	106.66
31-04	11/28/2006	25,141.20	R7C26 01/08/2007	14.62	5.22
15-07	10/14/2009	5,066.53	R0111 11/10/2009	4,940.86	1,349.73
16-07	11/12/2009	8,478.56	R0215 12/14/2009	8,190.24	1,789.91
17-07	12/11/2009	34.49	R0309 01/12/2010	34.49	7.54
Total:				\$20,083.49	\$5,227.70

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: GRB ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: EPW05013

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	4	10/01/2005	09/29/2006
	7	08/29/2009	11/27/2009

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 10/01/2005 To: 11/27/2009

Summary of Service:

Total Costs: \$25,311.19

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
19-04	R6118	Final	0.300624
20-04	R6193	Final	0.300624
21-04	R6255	Final	0.300624
31-04	R7C26	Final	0.356835
15-07	R0111	Final	0.273178
16-07	R0215	Provisional	0.218542
17-07	R0309	Provisional	0.218542

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	DO #	Start Date	End Date
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
2	08/16/2010	166,804.43	R0A69 09/10/2010	266.49	446.37
3	09/15/2010	183,880.66	R1030 10/13/2010	498.16	834.42
4	10/15/2010	163,069.88	R1112 11/09/2010	1,270.28	2,127.73
5	11/15/2010	139,690.48	R1206 12/09/2010	467.73	415.18
6	12/15/2010	131,435.52	R1308 01/11/2011	209.73	186.17
7	01/14/2011	141,767.72	R1404 02/08/2011	670.65	595.30
8	02/15/2011	115,117.22	R1506 03/10/2011	862.97	766.01
9	03/15/2011	111,806.82	R1623 04/08/2011	406.81	361.10
10	04/15/2011	162,015.40	R1724 05/11/2011	676.20	600.22
11	05/06/2011	46,504.85	R1803 06/01/2011	116.52	103.43
12	05/16/2011	100,576.27	R1832 06/08/2011	143.43	127.31
13	06/15/2011	139,228.90	R1940 07/08/2011	94.97	84.30
14	07/15/2011	135,623.28	R1A41 08/09/2011	127.05	112.77
17	10/14/2011	134,549.38	AVC110065 12/02/2011	24.80	21.25
18	11/15/2011	131,960.57	AVC110089 12/23/2011	10.29	8.82
0010303	12/29/2011	0.00	12/29/2011	76.40	65.46
21	02/15/2012	137,218.20	AVC120056 03/09/2012	17.15	14.69
22	03/15/2012	157,156.85	AVC120085 04/17/2012	154.59	132.46
23	04/16/2012	187,435.78	AVC120105 05/15/2012	723.23	619.68
24	05/04/2012	81,595.64	AVC120117 06/01/2012	13.72	11.76
25R	05/15/2012	72,240.85	AVC120130 06/20/2012	45.92	39.35
26	06/15/2012	147,850.73	AVC120146 07/13/2012	232.59	199.29
27	07/16/2012	171,036.97	AVC120167 08/13/2012	14.13	12.11

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	DO #	Start Date	End Date
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	Schedule Date	Site Amount	Annual Allocation
29	09/14/2012	125,126.52	AVC130013	10/05/2012	2,363.61	2,025.20
30	10/15/2012	152,679.48	AVC130043	11/07/2012	1,098.68	941.38
32A	12/14/2012	113,372.77	AVC130098	01/22/2013	70.64	60.53
32	01/15/2013	34,796.34	AVC130109	02/05/2013	780.43	668.69
33	01/15/2013	152,422.29	AVC130109	02/05/2013	24.09	20.64
33	02/15/2013	26,379.81	AVC130133	03/12/2013	860.31	737.14
34	02/15/2013	108,815.02	AVC130134	03/13/2013	21.19	18.16
34	03/15/2013	35,175.88	AVC130154	04/10/2013	265.20	227.23
35	03/15/2013	130,559.58	AVC130154	04/10/2013	253.45	217.16
35	04/15/2013	42,081.09	AVC130175	05/09/2013	53.04	45.45
36	04/15/2013	174,665.91	AVC130175	05/09/2013	4,091.99	3,506.12
37	04/30/2013	64,656.72	AVC130185	05/22/2013	180.85	154.96
38	05/15/2013	57,091.31	AVC130193	06/05/2013	68.60	58.78
39	06/14/2013	119,186.22	AVC130219	07/11/2013	72.50	62.12
42	09/16/2013	150,592.26	AVC140007	10/21/2013	38.79	33.24
41	09/16/2013	29,813.18	AVC140025	11/07/2013	444.83	381.14
43	10/15/2013	171,696.90	AVC140029	11/14/2013	37.09	31.78
44	11/15/2013	59,719.47	AVC140048	12/10/2013	10.91	9.35
45	12/16/2013	145,225.46	AVC140067	01/08/2014	18.19	15.59
45	01/15/2014	27,026.88	AVC140088	02/07/2014	1,393.32	1,193.83
47	02/14/2014	115,034.27	AVC140112	03/13/2014	3.64	3.12
48	03/14/2014	143,565.17	AVC140130	04/08/2014	69.54	59.58
49	04/15/2014	187,419.40	AVC140157	05/15/2014	10.91	9.35

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	DO #	Start Date	End Date
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
51	05/15/2014	77,532.13	AVC140174 06/04/2014	15.85	13.58
52	06/16/2014	154,987.42	AVC140199 07/10/2014	79.25	67.90
53	07/15/2014	177,957.81	AVC140286 08/18/2014	145.62	124.77
54	09/15/2014	31,480.23	AVC150004 10/06/2014	37.47	32.11
55	09/15/2014	143,308.82	AVC150004 10/06/2014	150.62	129.05
56	10/15/2014	174,087.75	AVC150031 11/12/2014	65.23	55.89
57	11/14/2014	147,662.12	AVC150057 12/18/2014	75.16	80.50
58	12/12/2014	151,996.96	AVC150074 01/14/2015	87.10	93.29
59	01/15/2015	174,225.58	AVC150102 02/25/2015	117.02	125.33
60	02/13/2015	116,486.06	AVC150117 03/18/2015	45.83	49.09
59	02/13/2015	11,768.81	AVC150118 03/19/2015	112.55	120.54
60	03/13/2015	13,173.69	AVC150136 04/14/2015	16.08	17.22
61	04/15/2015	19,988.92	AVC150160 05/18/2015	1,507.25	1,614.31
62	04/15/2015	176,507.04	AVC150162 05/20/2015	265.37	284.22
62	05/15/2015	21,925.04	AVC150178 06/12/2015	2,270.95	2,432.26
63	06/15/2015	18,587.25	AVC150197 07/09/2015	4,376.29	4,687.14
64A	06/15/2015	152,645.35	AVC150222 08/13/2015	421.50	451.44
68	10/15/2015	195,457.41	AVC160030 11/13/2015	16.46	17.63
69	11/16/2015	155,953.17	AVC160052 12/14/2015	8.23	7.05
71	02/16/2016	18,223.41	AVC160112 03/11/2016	18.74	16.06
74	04/15/2016	203,523.03	AVC160156 04/29/2016	103.37	88.57
75	05/16/2016	173,324.73	AVC160182 06/07/2016	63.14	54.10
76	06/15/2016	162,813.96	AVC160206 07/11/2016	21.74	18.63

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
78	09/15/2016	15,838.98	AVC160265 09/28/2016	18.74	16.06
79	09/15/2016	152,923.73	AVC160265 09/28/2016	21.00	17.99
80	10/04/2016	168,749.27	AVC170023 10/31/2016	39.66	33.98
Total:				<u>\$29,455.83</u>	<u>\$29,014.43</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
2	R0A69	Final	1.675005
3	R1030	Final	1.675005
4	R1112	Final	1.675005
5	R1206	Final	0.887642
6	R1308	Final	0.887642
7	R1404	Final	0.887642
8	R1506	Final	0.887642
9	R1623	Final	0.887642
10	R1724	Final	0.887642
11	R1803	Final	0.887642
12	R1832	Final	0.887642
13	R1940	Final	0.887642
14	R1A41	Final	0.887642
17	AVC110065	Provisional	0.856825
18	AVC110089	Provisional	0.856825
0010303	~	Provisional	0.856825
21	AVC120056	Provisional	0.856825
22	AVC120085	Provisional	0.856825
23	AVC120105	Provisional	0.856825
24	AVC120117	Provisional	0.856825
25R	AVC120130	Provisional	0.856825
26	AVC120146	Provisional	0.856825

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
27	AVC120167	Provisional	0.856825
29	AVC130013	Provisional	0.856825
30	AVC130043	Provisional	0.856825
32A	AVC130098	Provisional	0.856825
32	AVC130109	Provisional	0.856825
33	AVC130109	Provisional	0.856825
33	AVC130133	Provisional	0.856825
34	AVC130134	Provisional	0.856825
34	AVC130154	Provisional	0.856825
35	AVC130154	Provisional	0.856825
35	AVC130175	Provisional	0.856825
36	AVC130175	Provisional	0.856825
37	AVC130185	Provisional	0.856825
38	AVC130193	Provisional	0.856825
39	AVC130219	Provisional	0.856825
42	AVC140007	Provisional	0.856825
41	AVC140025	Provisional	0.856825
43	AVC140029	Provisional	0.856825
44	AVC140048	Provisional	0.856825
45	AVC140067	Provisional	0.856825
45	AVC140088	Provisional	0.856825
47	AVC140112	Provisional	0.856825
48	AVC140130	Provisional	0.856825

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
49	AVC140157	Provisional	0.856825
51	AVC140174	Provisional	0.856825
52	AVC140199	Provisional	0.856825
53	AVC140286	Provisional	0.856825
54	AVC150004	Provisional	0.856825
55	AVC150004	Provisional	0.856825
56	AVC150031	Provisional	0.856825
57	AVC150057	Final	1.071031
58	AVC150074	Final	1.071031
59	AVC150102	Final	1.071031
60	AVC150117	Final	1.071031
59	AVC150118	Final	1.071031
60	AVC150136	Final	1.071031
61	AVC150160	Final	1.071031
62	AVC150162	Final	1.071031
62	AVC150178	Final	1.071031
63	AVC150197	Final	1.071031
64A	AVC150222	Final	1.071031
68	AVC160030	Final	1.071031
69	AVC160052	Provisional	0.856825
71	AVC160112	Provisional	0.856825
74	AVC160156	Provisional	0.856825
75	AVC160182	Provisional	0.856825

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
HARTIS, KAREN
LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
76	AVC160206	Provisional	0.856825
78	AVC160265	Provisional	0.856825
79	AVC160265	Provisional	0.856825
80	AVC170023	Provisional	0.856825

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: ALION SCIENCE & TECHNOLOGY

EPA Contract Number: EPW06030

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00025	07/30/2011	01/27/2012
	18	10/01/2010	04/29/2011
	19	10/01/2010	05/27/2011
	24	07/01/2011	07/29/2011

Project Officer(s): HUMPHREY, MARVELYN

Dates of Service: From: 10/01/2010 To: 01/27/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$82,370.31

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
5-283915	11/05/2010	46,825.40	R1202 12/08/2010	720.68	206.90
5-283916	11/05/2010	4,175.11	R1202 12/08/2010	270.13	52.08
6-285283	12/14/2010	38,824.48	R1318 01/12/2011	15,341.73	2,958.05
6-285286	12/14/2010	2,977.38	R1318 01/12/2011	492.77	95.01
7-285797	01/06/2011	50,794.03	R1386 02/02/2011	20,267.49	3,907.80
7-285798	01/06/2011	4,856.61	R1386 02/02/2011	1,107.73	213.58
8-287274	02/07/2011	49,860.60	R1487 03/04/2011	15,663.29	3,020.05
8-287276	02/07/2011	3,925.01	R1487 03/04/2011	1,097.15	211.54
9-288360	03/07/2011	43,319.17	R1595 03/31/2011	11,433.51	2,204.51
10-289420	04/05/2011	4,820.83	R1704 05/04/2011	349.58	67.40
10-289423	04/05/2011	39,967.65	R1704 05/04/2011	441.76	85.18
11-290704	05/04/2011	14,377.59	R1806 06/01/2011	356.70	68.78
11-290705	05/04/2011	3,463.55	R1806 06/01/2011	524.37	101.10
12-291884	06/03/2011	5,329.83	R1921 07/05/2011	476.70	91.91
2-294136	08/08/2011	45,391.97	RCHC1 09/06/2011	312.45	60.24
3-295058	09/02/2011	5,270.27	ACHC11269 09/28/2011	49.56	7.14
4-296141	10/04/2011	6,383.64	AVC110023 11/08/2011	66.10	9.53
8-300348	02/02/2012	3,894.87	AVC120051 03/05/2012	33.05	4.76
Total:				\$69,004.75	\$13,365.56

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: ALION SCIENCE & TECHNOLOGY

EPA Contract Number: EPW06030

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00025	07/30/2011	01/27/2012
	18	10/01/2010	04/29/2011
	19	10/01/2010	05/27/2011
	24	07/01/2011	07/29/2011

Project Officer(s): HUMPHREY, MARVELYN

Dates of Service: From: 10/01/2010 To: 01/27/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$82,370.31

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
5-283915	R1202	Final	0.287095
5-283916	R1202	Final	0.192811
6-285283	R1318	Final	0.192811
6-285286	R1318	Final	0.192811
7-285797	R1386	Final	0.192811
7-285798	R1386	Final	0.192811
8-287274	R1487	Final	0.192811
8-287276	R1487	Final	0.192811
9-288360	R1595	Final	0.192811
10-289420	R1704	Final	0.192811
10-289423	R1704	Final	0.192811
11-290704	R1806	Final	0.192811
11-290705	R1806	Final	0.192811
12-291884	R1921	Final	0.192811
2-294136	RCHC1	Final	0.192811
3-295058	ACHC11269	Provisional	0.144154
4-296141	AVC110023	Provisional	0.144154
8-300348	AVC120051	Provisional	0.144154

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RECORDS MANAGEMENT/ DOCUMENT CONTROL

Contractor Name: SCIENCE APPLICATION INT'L CORP.
EPA Contract Number: EPR60801
Project Officer(s): HARTIS, KAREN
Dates of Service: From: 02/01/2009 To: 06/18/2010
Summary of Service: RECORDS MANAGEMENT, DOCUMENT CONTROL
Total Costs: \$1,019.94

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
8-10267-11	03/05/2009	108,308.63	R9928 04/06/2009	18.58
8-10267-17	09/01/2009	109,823.29	R0003 10/05/2009	474.65
8-10267-18	10/02/2009	108,626.95	R0091 11/03/2009	36.23
8-10267-19	11/02/2009	97,157.49	R0185 12/03/2009	185.78
8-10267-21	01/05/2010	82,935.90	R0375 02/04/2010	115.92
8-10267-22	02/01/2010	41,579.59	R0465 03/05/2010	14.49
770626	03/17/2010	68,337.48	R0605 04/21/2010	48.89
811373SP	04/14/2010	54,381.72	R0795 06/18/2010	29.60
905595	06/06/2010	76,111.19	R0834 07/02/2010	73.60
945633	07/07/2010	50,515.40	R0943 08/05/2010	22.20
Total:				<u>\$1,019.94</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RAC2)

Contractor Name: CH2M HILL, INC.

EPA Contract Number: EPW06021

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00008	10/29/2011	01/27/2012
	8	09/26/2009	12/31/2010

Project Officer(s): THOMPSON, HENRY

Dates of Service: From: 09/26/2009 To: 01/27/2012

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$19,755.18

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number</u>	<u>and Date</u>	<u>Site Amount</u>
A041	11/20/2009	37,741.02	R0225	12/15/2009	528.58
A042	12/21/2009	28,555.17	R0314	01/13/2010	616.86
A043	01/20/2010	33,812.85	R0406	02/12/2010	493.21
A044	02/19/2010	32,346.03	R0498	03/17/2010	2,302.55
A045	03/19/2010	11,724.85	R0588	04/14/2010	22.69
A052	10/20/2010	33,374.81	R1136	11/17/2010	302.48
A053	11/19/2010	33,404.81	R1225	12/14/2010	6,205.52
A054	12/20/2010	15,791.06	R1328	01/14/2011	4,092.11
A055	01/20/2011	22,839.10	R1433	02/16/2011	3,739.58
A066	12/19/2011	23,486.84	AVC120013	01/18/2012	617.92
A067	01/20/2012	12,940.04	AVC120039	02/16/2012	811.48
A068	02/17/2012	7,349.37	AVC120060	03/15/2012	22.20
Total:					<u>\$19,755.18</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: CH2M HILL, INC.

EPA Contract Number: 68-W6-0036

Project Officer(s): REILLY, THOMAS
THOMPSON, HENRY

Dates of Service: From: 07/08/1996 To: 07/07/2006

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$10,951.41

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	Treasury Schedule and Date	Site Amount	Annual Allocation
72	06/20/2001	1,016,758.49	R1560	07/26/2001	1,363.24	65.99
73	07/20/2001	1,196,945.99	R1618	08/21/2001	168.26	8.14
75	08/20/2001	380,727.77	R1669	09/12/2001	83.93	4.06
2A	09/20/2001	963,603.35	R2040	10/22/2001	21.47	2.02
3A	10/19/2001	934,718.84	R2100	11/21/2001	349.34	32.81
5A	12/19/2001	1,183,578.40	R2225	01/23/2002	3,357.85	105.86
81	01/14/2002	35,282.11	R2269	02/14/2002	-2.91	-0.12
82	02/04/2002	660,792.35	R2306	03/07/2002	40.56	1.73
18A	10/18/2002	1,901,024.40	R3074	11/14/2002	427.69	13.48
19A	11/18/2002	1,390,680.34	R3129	12/16/2002	2,787.46	89.17
87	01/22/2003	9,458.23	03258	02/21/2003	-4.19	-0.18
87	01/22/2003	9,458.23	R3258	02/21/2003	0.00	0.00
88	02/11/2003	156,653.12	R3278	03/07/2003	54.54	2.39
25A	03/27/2003	125,883.76	R3354	04/24/2003	13.38	0.43
28A	06/20/2003	2,570,192.40	R3496	07/21/2003	466.24	14.91
29A	07/18/2003	2,046,546.39	R3541	08/18/2003	374.91	12.00
30A	07/25/2003	60,020.13	R3547	08/21/2003	124.32	3.98
31A	08/18/2003	2,271,142.97	R3595	09/16/2003	9.00	0.29
32A	08/25/2003	-142,258.64	R3595	09/16/2003	-20.37	-0.65
33A	09/03/2003	-133,860.63	R4039	10/22/2003	-23.12	-0.74
40A	02/20/2004	3,602,089.95	R4311	03/19/2004	182.91	5.00
45A	05/20/2004	1,545,637.67	R4472	06/18/2004	277.72	7.59
46A	06/17/2004	1,722,154.84	R4518	07/14/2004	326.02	8.91
52A	10/27/2004	16,334.28	R5115	11/24/2004	1.14	0.03
55A	01/06/2005	-10,601.34	05288	02/22/2005	-1.14	-0.05
95	01/14/2005	-13,233.00	05288	02/22/2005	-4.56	2.63
58A	01/26/2005	66,245.92	R5293	02/23/2005	173.35	7.57
68A	10/13/2005	15,058.36	R6071	11/09/2005	2.14	0.09

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: CH2M HILL, INC.

EPA Contract Number: 68-W6-0036

Project Officer(s): REILLY, THOMAS
 THOMPSON, HENRY

Dates of Service: From: 07/08/1996 To: 07/07/2006

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$10,951.41

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
74A	01/18/2006	969,299.83	06289 02/21/2006	-3.52	-0.16
80A	05/30/2006	-114,571.35	06570 07/13/2006	-5.26	-0.24
82A	07/19/2006	342,633.65	R6654 08/18/2006	38.94	1.78
89A	11/22/2006	1,694,905.53	R7B99 12/27/2006	1.13	0.05
JVH0815	01/11/2008	0.00	H0815 01/11/2008	-14.88	-1.46
JVH1247	02/26/2008	0.00	H1247 02/26/2008	-1.54	-0.12
110A	10/28/2010	2,967.76	R1166 11/26/2010	0.16	0.01
Total:				<u>\$10,564.21</u>	<u>\$387.20</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: CH2M HILL, INC.
 EPA Contract Number: 68-W6-0036
 Project Officer(s): REILLY, THOMAS
 THOMPSON, HENRY
 Dates of Service: From: 07/08/1996 To: 07/07/2006
 Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
 Total Costs: \$10,951.41

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
72	R1560	Final	0.048405
73	R1618	Final	0.048405
75	R1669	Final	0.048405
2A	R2040	Final	0.093931
3A	R2100	Final	0.093931
5A	R2225	Final	0.031527
81	R2269	Final	0.042609
82	R2306	Final	0.042609
18A	R3074	Final	0.031527
19A	R3129	Final	0.031989
87	03258	Final	0.043761
88	R3278	Final	0.043761
25A	R3354	Final	0.031989
28A	R3496	Final	0.031989
29A	R3541	Final	0.031989
30A	R3547	Final	0.031989
31A	R3595	Final	0.031989
32A	R3595	Final	0.031989
33A	R4039	Final	0.031989
40A	R4311	Final	0.027338
45A	R4472	Final	0.027338
46A	R4518	Final	0.027338
52A	R5115	Final	0.027338
55A	05288	Final	0.043689
95	05288	Final	-0.576935
58A	R5293	Final	0.043689
68A	R6071	Final	0.043689

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: CH2M HILL, INC.
EPA Contract Number: 68-W6-0036
Project Officer(s): REILLY, THOMAS
THOMPSON, HENRY
Dates of Service: From: 07/08/1996 To: 07/07/2006
Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
Total Costs: \$10,951.41

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
74A	06289	Final	0.045777
80A	06570	Final	0.045777
82A	R6654	Final	0.045777
89A	R7B99	Final	0.045777
JVH0815	H0815	Final	0.098142
JVH1247	H1247	Provisional	0.076969
110A	R1166	Provisional	0.076969

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC.

EPA Contract Number: EPW06004

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00046	08/27/2011	10/31/2018
	46	01/30/2010	08/26/2011

Project Officer(s): JOHNSON, WILLIAM
 MCCLURG, RENA
 THOMPSON, HENRY

Dates of Service: From: 01/30/2010 To: 10/31/2018

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$80,000.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number</u>	<u>and Date</u>	<u>Site Amount</u>
B64266	01/18/2011	56,106.61	11427	02/14/2011	47,117.00
B64941	02/18/2011	10,853.94	11538	03/17/2011	10,853.94
B65588	03/18/2011	3,442.40	11641	04/12/2011	3,442.40
B66234	04/15/2011	6,945.28	11727	05/11/2011	6,945.28
B66918	05/20/2011	3,618.91	11858	06/14/2011	3,618.91
B67549	06/17/2011	8,250.20	11959	07/13/2011	8,022.47
				Total:	\$80,000.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: 98616401

Project Officer(s): Kathleen Summers

Dates of Service: From: 10/01/1998 To: 12/31/2009

Summary of Service:

Total Costs: \$1,503.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375A1	06/09/2004	0.00	3304SV124	06/09/2004	68.00
742677375A1	07/09/2004	0.00	3304SV141	07/09/2004	47.00
742677375A1	08/31/2004	0.00	3304SV163	08/31/2004	90.00
742677375A1	10/04/2004	0.00	3305SV013	10/04/2004	23.00
742677375A1	11/09/2004	0.00	3305SV024	11/09/2004	226.00
742677375A1	12/17/2004	0.00	3305SV032	12/17/2004	71.00
742677375A1	05/04/2005	35,880.00	51464853682	05/04/2005	156.00
742677375A1	11/03/2005	34,494.00	63144853682	11/03/2005	95.00
742677375A1	12/15/2005	61,014.00	63504853682	12/15/2005	125.00
742677375A1	01/05/2006	55,496.00	60104853682	01/05/2006	95.00
742677375A1	03/09/2006	50,388.00	60724853682	03/09/2006	53.00
742677375A1	03/02/2007	97,091.00	70664853682	03/02/2007	49.00
742677375A1	07/26/2007	49,958.00	72114853682	07/26/2007	54.00
742677375A1	08/24/2007	31,008.00	72404853682	08/24/2007	51.00
742677375A1	10/29/2007	15,924.00	83094853682	10/29/2007	98.00
742677375A1	11/28/2007	22,588.00	83344853682	11/28/2007	98.00
742677375A1	12/21/2007	61,806.00	83604853682	12/21/2007	51.00
742677375A1	02/28/2008	23,933.00	80604853682	02/28/2008	53.00
742677375A1	06/26/2008	33,027.00	81854853682	06/26/2008	54.00
742677375A1	08/13/2008	-34,294.00	82424853682	08/13/2008	-54.00
Total:					\$1,503.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V01F82601

Project Officer(s): VENA THOMAS

Dates of Service: From: 09/01/2020 To: 08/31/2024

Summary of Service:

Total Costs: \$1,180.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375A	10/27/2020	28,836.00	13014853682	10/27/2020	1,054.00
742677375A	12/11/2020	30,747.00	13464853682	12/11/2020	98.00
742677375A	03/09/2021	34,453.00	10684853682	03/09/2021	28.00
				Total:	\$1,180.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V96666101

Project Officer(s): Kathy Gibson

Dates of Service: From: 04/01/2008 To: 08/31/2011

Summary of Service:

Total Costs: \$23,763.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375AV	08/13/2008	34,294.00	82484853682	08/13/2008	54.00
742677375AV	08/21/2008	12,186.00	82484853682	08/21/2008	992.00
742677375AV	08/29/2008	9,459.00	82524853682	08/29/2008	1,276.00
742677375AV	09/29/2008	5,011.00	92834853682	09/29/2008	-992.00
742677375AV	10/28/2008	12,650.00	93054853682	10/28/2008	54.00
742677375AV	12/03/2008	8,656.00	93404853682	12/03/2008	51.00
742677375AV	11/25/2009	17,040.00	03344853682	11/25/2009	217.00
742677375AV	12/28/2009	20,810.00	00254853682	12/28/2009	1,613.00
742677375AV	01/28/2010	15,524.00	00294853682	01/28/2010	846.00
742677375AV	02/25/2010	24,878.00	00574853682	02/25/2010	2,873.00
742677375AV	03/29/2010	25,230.00	00984853682	03/29/2010	2,191.00
742677375AV	04/28/2010	27,373.00	01234853682	04/28/2010	755.00
742677375AV	06/24/2010	30,201.00	01894853682	06/24/2010	570.00
742677375AV	08/04/2010	37,916.00	02174853682	08/04/2010	995.00
742677375AV	10/26/2010	37,211.00	13054853682	10/26/2010	280.00
742677375AV	11/19/2010	43,810.00	13264853682	11/19/2010	2,868.00
742677375AV	12/29/2010	0.00	3311SV072	12/29/2010	1,450.00
742677375AV	01/24/2011	23,690.00	10284853682	01/24/2011	429.00
742677375AV	05/02/2011	78,882.00	11264853682	05/02/2011	469.00
742677375AV	09/27/2011	137,189.00	12724853682	09/27/2011	6,772.00
Total:					\$23,763.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V96666102

Project Officer(s): KATHY GIBSON

Dates of Service: From: 09/01/2011 To: 08/31/2014

Summary of Service:

Total Costs: \$15,006.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375A	11/03/2011	25,804.00	23084853682	11/03/2011	826.00
742677375A	11/22/2011	22,023.00	23274853682	11/22/2011	882.00
742677375A	12/30/2011	21,810.00	23644853682	12/30/2011	569.00
742677375A	05/18/2012	85,429.00	21394853682	05/18/2012	1,917.00
742677375A	05/25/2012	35,817.00	21464853682	05/25/2012	417.00
742677375A	09/06/2012	46,928.00	22504853682	09/06/2012	913.00
742677375A	12/31/2012	121,214.00	33664853682	12/31/2012	1,685.00
742677375A	01/31/2013	29,403.00	30314853682	01/31/2013	1,762.00
742677375A	02/28/2013	26,722.00	30594853682	02/28/2013	870.00
742677375A	04/30/2013	31,242.00	31204853682	04/30/2013	1,096.00
742677375A	09/27/2013	134,781.00	32704853682	09/27/2013	325.00
742677375A	11/22/2013	26,398.00	43264853682	11/22/2013	19.00
742677375A	11/27/2013	26,583.00	43314853682	11/27/2013	225.00
742677375A	01/10/2014	10,223.00	40104853682	01/10/2014	38.00
742677375A	02/21/2014	9,971.00	40524853682	02/21/2014	36.00
742677375A	03/28/2014	18,631.00	40874853682	03/28/2014	145.00
742677375A	04/30/2014	22,502.00	41204853682	04/30/2014	20.00
742677375A	06/27/2014	14,530.00	41784853682	06/27/2014	440.00
742677375A	08/28/2014	28,296.00	42404853682	08/28/2014	2,251.00
742677375A	09/22/2014	0.00		09/22/2014	570.00
Total:					\$15,006.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V96666103

Project Officer(s): VENA THOMAS

Dates of Service: From: 09/01/2014 To: 08/31/2020

Summary of Service:

Total Costs: \$64,580.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375A	10/29/2014	24,519.00	53024853682	10/29/2014	20.00
742677375A	12/08/2014	24,735.00	53424853682	12/08/2014	760.00
742677375A	02/25/2015	15,341.00	50564853682	02/25/2015	224.00
742677375A	03/23/2015	12,775.00	50824853682	03/23/2015	870.00
742677375A	05/04/2015	18,110.00	51244853682	05/04/2015	383.00
742677375A	09/28/2016	37,746.00	62724853682	09/28/2016	721.00
742677375A	10/24/2016	24,419.00	72984853682	10/24/2016	771.00
742677375A	01/09/2017	80,298.00	70094853682	01/09/2017	2,960.00
742677375A	01/31/2017	23,655.00	70314853682	01/31/2017	478.00
742677375A	03/08/2017	31,881.00	70674853682	03/08/2017	1,919.00
742677375A	03/28/2017	32,614.00	70874853682	03/28/2017	664.00
742677375A	06/13/2017	41,306.00	71644853682	06/13/2017	762.00
742677375A	06/23/2017	28,885.00	71744853682	06/23/2017	2,701.00
742677375A	10/24/2017	70,246.00	82974853682	10/24/2017	8,330.00
742677375A	10/27/2017	21,177.00	83004853682	10/27/2017	6,660.00
742677375A	11/30/2017	18,922.00	83344853682	11/30/2017	3,785.00
742677375A	07/30/2018	242,949.00	82114853682	07/30/2018	5,393.00
742677375A	09/27/2018	74,639.00	82704853682	09/27/2018	12,280.00
742677375A	10/29/2018	39,840.00	93024853682	10/29/2018	1,572.00
742677375A	11/29/2018	39,193.00	93334853682	11/29/2018	603.00
742677375A	12/26/2018	28,922.00	93604853682	12/26/2018	138.00
742677375A	02/06/2019	28,708.00	90374853682	02/06/2019	194.00
742677375A	02/26/2019	22,226.00	90574853682	02/26/2019	129.00
742677375A	08/20/2019	188,033.00	92324853682	08/20/2019	6,809.00
742677375A	08/27/2019	38,176.00	92394853682	08/27/2019	586.00
742677375A	09/25/2019	31,235.00	92684853682	09/25/2019	885.00
742677375A	10/28/2019	36,907.00	03014853682	10/28/2019	1,259.00
742677375A	11/20/2019	8,862.00	03244853682	11/20/2019	34.00
742677375A	05/13/2020	166,945.00	01344853682	05/13/2020	113.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V96666103

Project Officer(s): VENA THOMAS

Dates of Service: From: 09/01/2014 To: 08/31/2020

Summary of Service:

Total Costs: \$64,580.00

<u>Drawdown Number</u>	<u>Drawdown Date</u>	<u>Drawdown Amount</u>	<u>Treasury Schedule Number and Date</u>		<u>Site Amount</u>
742677375A	05/18/2020	31,841.00	01394853682	05/18/2020	153.00
742677375A	06/30/2020	71,465.00	01824853682	06/30/2020	1,736.00
742677375A	07/28/2020	33,767.00	02104853682	07/28/2020	688.00
Total:					<u><u>\$64,580.00</u></u>

Contract Costs

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

Total Costs: \$30,441.13

Voucher		Voucher	Voucher	Treasury Schedule		Site
Number		Date	Amount	Number	and Date	Amount
EFT# 6820	REQL	07/14/2005	10,352.30	ACHC05196	07/19/2005	10,352.30
EFT# 66820	REQL	01/24/2006	4,465.27	ACHC06025	01/27/2006	4,465.27
EFT# 66820	REQL	05/03/2006	3,822.50	ACHC06124	05/08/2006	3,822.50
EFT# 6820	REQL	08/14/2006	1,282.48	ACHC06227	08/17/2006	1,282.48
EFT# 66820	REQL	11/06/2006	6,082.51	ACHC06311	11/09/2006	6,082.51
EFT# 66820	REQL	05/11/2007	2,620.26	ACHC07134	05/16/2007	2,620.26
EFT# 66820	REQL	06/13/2007	1,815.81	ACHC07165	06/18/2007	1,815.81
					Total:	\$30,441.13

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES & SUPPORT

Contractor Name: MARASCO NEWTON GROUP, LTD.

EPA Contract Number: 68-W9-8105

Project Officer(s): GATSON, CRYSTAL
 RICH, MARY

Dates of Service: From: 08/28/2000 To: 02/24/2002

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$73,488.10

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	Treasury Schedule and Date	Site Amount	Annual Allocation
2-7	10/19/2000	92,094.77	R1085	11/14/2000	904.11	306.90
2-8	11/20/2000	75,087.93	R1144	12/14/2000	3.11	0.84
2-9	12/19/2000	67,352.54	R1196	01/12/2001	33.11	8.99
2-10	01/18/2001	79,189.30	R1251	02/14/2001	916.46	248.87
2-11	02/22/2001	74,888.55	R1319	03/20/2001	2,697.27	732.47
2-12	03/19/2001	87,749.27	R1364	04/12/2001	4,016.50	1,090.71
2-13	04/19/2001	25,395.98	R1419	05/15/2001	718.35	195.07
3-1	04/19/2001	83,211.71	R1419	05/15/2001	3,688.69	1,001.69
3-2	05/18/2001	98,101.73	R1475	06/13/2001	1,492.14	405.20
3-3	06/20/2001	105,214.59	R1536	07/13/2001	307.22	83.43
3-5	08/17/2001	94,044.42	R1665	09/11/2001	277.62	75.39
3-6	09/20/2001	110,207.30	R2024	10/15/2001	253.60	68.87
3-7	10/18/2001	144,421.18	R2080	11/14/2001	2,518.42	683.90
3-8	11/20/2001	103,261.98	R2146	12/13/2001	4,063.68	1,103.52
3-9	12/20/2001	95,650.81	R2209	01/14/2002	12,922.16	3,509.12
3-10	01/18/2002	120,802.17	R2264	02/12/2002	11,339.60	3,079.36
3-11	02/20/2002	85,566.15	R2322	03/15/2002	9,428.11	2,560.28
3-12	03/20/2002	86,455.06	R2375	04/15/2002	2,165.33	588.01
Total:					\$57,745.48	\$15,742.62

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES & SUPPORT

Contractor Name: MARASCO NEWTON GROUP, LTD.
 EPA Contract Number: 68-W9-8105
 Project Officer(s): GATSON, CRYSTAL
 RICH, MARY
 Dates of Service: From: 08/28/2000 To: 02/24/2002
 Summary of Service: TECHNICAL SERVICES AND SUPPORT
 Total Costs: \$73,488.10

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
2-7	R1085	Final	0.339448
2-8	R1144	Provisional	0.271558
2-9	R1196	Provisional	0.271558
2-10	R1251	Provisional	0.271558
2-11	R1319	Provisional	0.271558
2-12	R1364	Provisional	0.271558
2-13	R1419	Provisional	0.271558
3-1	R1419	Provisional	0.271558
3-2	R1475	Provisional	0.271558
3-3	R1536	Provisional	0.271558
3-5	R1665	Provisional	0.271558
3-6	R2024	Provisional	0.271558
3-7	R2080	Provisional	0.271558
3-8	R2146	Provisional	0.271558
3-9	R2209	Provisional	0.271558
3-10	R2264	Provisional	0.271558
3-11	R2322	Provisional	0.271558
3-12	R2375	Provisional	0.271558

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES & SUPPORT

Contractor Name: COMPUTER SCIENCE CORPORATION

EPA Contract Number: EPW06046

Project Officer(s): TAYLOR, LUCINDA

Dates of Service: From: 04/03/2010 To: 04/01/2011

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$15,218.59

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
4791.1-0028	10/08/2010	1,164,928.50	R1105 11/05/2010	11.40	9.05
4791.1-0029	11/05/2010	942,892.07	R1188 12/03/2010	1,043.69	984.37
4791.1-0030	12/03/2010	904,209.71	R1278 12/30/2010	1,694.66	1,598.34
4791.1-0031	01/07/2011	1,055,363.09	R1397 02/07/2011	2,305.70	2,174.66
4791.1-0032	02/04/2011	1,004,296.70	R1486 03/03/2011	2,270.24	2,141.21
4791.1-0033	03/03/2011	1,023,396.17	R1609 04/05/2011	97.16	91.64
4791.1-0034	04/11/2011	1,218,730.95	R1714 05/06/2011	1.03	0.97
911RAFY1136	05/26/2011	469,584.30	R1882 06/21/2011	305.61	288.24
RAFY11-0043	03/28/2012	115,455.37	AVC120093 04/27/2012	87.01	113.61
Total:				<u>\$7,816.50</u>	<u>\$7,402.09</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES & SUPPORT

Contractor Name: COMPUTER SCIENCE CORPORATION
EPA Contract Number: EPW06046
Project Officer(s): TAYLOR, LUCINDA
Dates of Service: From: 04/03/2010 To: 04/01/2011
Summary of Service: TECHNICAL SERVICES AND SUPPORT
Total Costs: \$15,218.59

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
4791.1-0028	R1105	Final	0.793822
4791.1-0029	R1188	Final	0.943165
4791.1-0030	R1278	Final	0.943165
4791.1-0031	R1397	Final	0.943165
4791.1-0032	R1486	Final	0.943165
4791.1-0033	R1609	Final	0.943165
4791.1-0034	R1714	Final	0.943165
911RAFY1136	R1882	Final	0.943165
RAFY11-0043	AVC120093	Final	1.305675

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES AND SUPPORT

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS51702

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	10/27/2018	01/29/2021

Project Officer(s): LABOMBARD, WILLIAM

Dates of Service: From: 10/27/2018 To: 01/29/2021

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$14,461.17

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
1-15	12/14/2018	549,714.85	AVC190094 01/28/2019	1,927.74
1-16	01/17/2019	538,709.82	AVC190117 02/11/2019	1,589.48
1-19	04/19/2019	606,619.77	AVC190191 05/08/2019	1,673.54
1-20	05/16/2019	1,110,194.27	AVC190211 06/05/2019	624.27
1-21	06/18/2019	685,324.99	AVC190230 07/01/2019	66.03
1-22	07/19/2019	731,201.79	AVC190263 08/12/2019	39.62
1-23	08/20/2019	499,747.79	AVC190287 09/11/2019	269.96
1-24	09/18/2019	427,218.58	AVC200001 10/01/2019	2,493.20
1-25	10/18/2019	520,577.93	AVC200034 11/07/2019	3,337.95
1-26	11/19/2019	502,576.16	AVC200071 12/11/2019	1,251.02
1-27	12/19/2019	422,090.71	AVC200092 01/08/2020	337.45
1-29	02/20/2020	389,465.82	AVC200163 03/19/2020	50.61
1-31	03/13/2020	393,674.63	AVC200192 04/07/2020	53.81
0001-33	05/14/2020	348,529.77	AVC200247 06/03/2020	151.29
0001-38	10/19/2020	454,445.67	AVC210030 11/06/2020	38.44
0001-39	11/12/2020	213,092.25	AVC210051 11/25/2020	337.43
0001-40	12/14/2020	310,748.19	AVC210082 12/31/2020	92.79
0001-41	01/20/2021	271,989.07	AVC210121 02/09/2021	8.44
0001-42	02/19/2021	356,337.63	AVC210154 03/10/2021	118.10
Total:				<u>\$14,461.17</u>

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTS

Total Routine Analytical Services (RAS) Costs	\$98,227.78
	<hr/>
Total Financial Cost Summary	\$98,227.78
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Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$98,227.78

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 40652</u>					
<u>EPA Contract Number: EPW05031, SHEALY ENVIRONMENTAL SERVICES, INC</u>					
120930	11/30/2010	3,686.44	R1265 12/27/2010	3,686.44	3,476.92
120931	11/30/2010	2,130.74	R1265 12/27/2010	2,130.74	2,009.64
120932	11/30/2010	2,428.74	R1265 12/27/2010	2,428.74	2,290.70
125671	08/01/2011	19.08	R1B11 08/24/2011	19.08	18.00
Totals for EPW05031:				\$8,265.00	\$7,795.26
<u>EPA Contract Number: EPW09035, A4 SCIENTIFIC INC</u>					
AR2010111	11/15/2010	980.10	R1227 12/15/2010	980.10	924.40
AR2010120	11/16/2010	1,430.55	R1227 12/15/2010	1,430.55	1,349.24
Totals for EPW09035:				\$2,410.65	\$2,273.64
Totals for Case Number 40652:				\$10,675.65	\$10,068.90

Case Number: 40691

<u>EPA Contract Number: EPW05036, A4 SCIENTIFIC INC</u>					
AR2010144	11/22/2010	6,185.55	R1242 12/17/2010	6,185.55	5,833.99
AR2010145	11/22/2010	2,535.52	R1242 12/17/2010	2,535.52	2,391.41
AR2010386	12/29/2010	990.00	R1358 01/25/2011	990.00	933.73
Totals for EPW05036:				\$9,711.07	\$9,159.13
<u>EPA Contract Number: EPW09035, A4 SCIENTIFIC INC</u>					
AR2010158	11/22/2010	924.00	R1249 12/21/2010	924.00	871.48
AR2010194	11/29/2010	228.80	R1269 12/28/2010	228.80	215.80
Totals for EPW09035:				\$1,152.80	\$1,087.28
Totals for Case Number 40691:				\$10,863.87	\$10,246.41

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$98,227.78

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number</u>	<u>and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 40750</u>						
<u>EPA Contract Number: EPW05036, A4 SCIENTIFIC INC</u>						
AR2010307	12/28/2010	4,952.50	R1349	01/21/2011	4,952.50	4,671.02
AR2010308	12/28/2010	2,338.50	R1349	01/21/2011	2,338.50	2,205.59
AR2010402	12/31/2010	4,238.60	R1359	01/25/2011	4,238.60	3,997.70
AR2010415	01/05/2011	1,080.00	R1379	02/01/2011	1,080.00	1,018.62
Totals for EPW05036:					\$12,609.60	\$11,892.93
<u>EPA Contract Number: EPW09038, CHEMTECH CONSULTING GROUP, INC.</u>						
304193	12/22/2010	1,339.30	R1341	01/20/2011	1,339.30	1,263.18
304194	12/21/2010	612.50	R1341	01/20/2011	612.50	577.69
304234A	01/03/2011	316.70	R1366	01/26/2011	316.70	298.70
304234B	01/03/2011	21.60	R1366	01/26/2011	21.60	20.37
Totals for EPW09038:					\$2,290.10	\$2,159.94
Totals for Case Number 40750:					\$14,899.70	\$14,052.87

Case Number: 40829EPA Contract Number: EPW05032, KAP TECHNOLOGIES INC.

2011041	02/01/2011	1,444.50	R1467	02/24/2011	1,444.50	1,362.40
2011042	02/01/2011	1,090.50	R1467	02/24/2011	1,090.50	1,028.52
2011043	02/01/2011	2,916.00	R1467	02/24/2011	2,916.00	2,750.27
2011044	02/01/2011	2,460.00	R1467	02/24/2011	2,460.00	2,320.19
2011045	02/01/2011	3,502.50	R1467	02/24/2011	3,502.50	3,303.44
Totals for EPW05032:					\$11,413.50	\$10,764.82

EPA Contract Number: EPW09038, CHEMTECH CONSULTING GROUP, INC.

304388	01/21/2011	606.00	R1429	02/15/2011	606.00	571.56
304389	01/21/2011	434.00	R1429	02/15/2011	434.00	409.33
304482	01/24/2011	202.00	R1455	02/22/2011	202.00	190.52

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$98,227.78

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 40829</u>					
<u>EPA Contract Number: EPW09038, CHEMTECH CONSULTING GROUP, INC.</u>					
304483	01/21/2011	248.00	R1455 02/22/2011	248.00	233.90
304544	01/31/2011	260.00	R1464 02/23/2011	260.00	245.22
304545	01/31/2011	364.50	R1464 02/23/2011	364.50	343.78
304546	01/31/2011	583.20	R1464 02/23/2011	583.20	550.05
Totals for EPW09038:				\$2,697.70	\$2,544.36
Totals for Case Number 40829:				\$14,111.20	\$13,309.18
Totals for Routine Analytical Services:				\$50,550.42	\$47,677.36

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTS

<u>Fiscal</u>		<u>SMO</u>
<u>Year</u>	<u>Rate Type</u>	<u>Rate</u>
2011	Final	0.943165

Reconciliation Pending

Miscellaneous (MIS) Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

Miscellaneous (MIS) Costs

Total Costs: \$-47,481.16

Procurement Number	Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Description
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CONTRACT NAME NOT FOUND

0.00	05/16/2018	-14,990.00
0.00	04/18/2019	-22,476.11
0.00	04/23/2020	-10,103.71

Vendor Total:	\$-47,569.82
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BANKCARD

A3BK0000195	475035	07/03/2003	187,530.44	ACHC03190	07/11/2003	25.00	DOLLARS PUBLIC LIBRAR
A3BK0000195	475036	07/03/2003	187,530.44	ACHC03190	07/11/2003	0.48	DOLLARS PUBLIC LIBRAR
A3BK0000205	479127	07/18/2003	192,100.09	ACHC03204	07/25/2003	20.00	CONVENIENCE CHECK FE
A3BK0000205	479128	07/18/2003	192,100.09	ACHC03204	07/25/2003	0.38	CONVENIENCE CHECK FE
A3BK0000243	494037	09/03/2003	178,996.24	ACHC03262	09/23/2003	21.00	CONVENIENCE CHECK FE
A3BK0000243	494038	09/03/2003	178,996.24	ACHC03262	09/23/2003	0.40	CONVENIENCE CHECK FE
A4BK0000022	503402	10/01/2003	160,171.07	ACHC03296	10/27/2003	21.00	CONVENIENCE CHECK FE
A4BK0000022	503403	10/01/2003	160,171.07	ACHC03296	10/27/2003	0.40	CONVENIENCE CHECK FE

Vendor Total:	\$88.66
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Total Miscellaneous Costs:	\$-47,481.16
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Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
2001	26,207.90	42.14%	11,043.99
2002	111,443.58	48.57%	54,128.17
2003	44,805.60	36.71%	16,448.16
2004	21,091.86	40.81%	8,607.56
2005	24,287.14	48.90%	11,876.40
2006	40,583.46	52.61%	21,350.92
2007	35,169.79	42.63%	14,992.87
2008	32,983.44	46.50%	15,337.29
2009	33,248.81	41.21%	13,701.82
2010	106,563.62	36.66%	39,066.21
2011	372,116.07	45.02%	167,526.61
2012	43,546.91	42.28%	18,411.62
2013	43,628.36	61.55%	26,853.29
2014	14,052.59	64.12%	9,010.49
2015	25,101.60	66.30%	16,642.33
2016	5,225.16	47.09%	2,460.55
2017	11,849.57	47.16%	5,588.24
2018	26,424.79	60.71%	16,042.48
2019	8,041.54	53.75%	4,322.38
2020	13,466.14	53.75%	7,238.06
2021	8,185.55	53.75%	4,399.75
	<u>1,048,023.48</u>		

Total EPA Indirect Costs

\$485,049.19

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2001	26	355.92	42.14%	149.98
			355.92		\$149.98
COOK, BRENDA	2001	06	664.96	42.14%	280.21
		07	166.24	42.14%	70.05
		09	260.03	42.14%	109.58
		10	390.03	42.14%	164.36
		14	390.03	42.14%	164.36
		15	346.70	42.14%	146.10
		22	216.69	42.14%	91.31
		23	130.00	42.14%	54.78
		24	433.63	42.14%	182.73
		25	260.03	42.14%	109.58
		26	693.39	42.14%	292.19
			3,951.73		\$1,665.25
HOCHSTETLER, JAMES	2001	19	196.96	42.14%	83.00
		20	236.35	42.14%	99.60
		23	39.39	42.14%	16.60
		25	39.39	42.14%	16.60
		27	196.96	42.14%	83.00
			709.05		\$298.80
WEBSTER, SUSAN	2001	07	44.81	42.14%	18.88
		08	48.23	42.14%	20.32
		09	50.10	42.14%	21.11
		10	50.10	42.14%	21.11
		11	50.10	42.14%	21.11

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WEBSTER, SUSAN	2001	12	50.10	42.14%	21.11
			293.44		\$123.64
Total Fiscal Year 2001 Payroll Direct Costs:			5,310.14		\$2,237.67

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W6-0036	72	07/26/2001	1,363.24	65.99	42.14%	602.28
	73	08/21/2001	168.26	8.14	42.14%	74.33
	75	09/12/2001	83.93	4.06	42.14%	37.08
			1,615.43	78.19		\$713.69
68-W9-8105	2-7	11/14/2000	904.11	306.90	42.14%	510.32
	2-8	12/14/2000	3.11	0.84	42.14%	1.66
	2-9	01/12/2001	33.11	8.99	42.14%	17.74
	2-10	02/14/2001	916.46	248.87	42.14%	491.07
	2-11	03/20/2001	2,697.27	732.47	42.14%	1,445.29
	2-12	04/12/2001	4,016.50	1,090.71	42.14%	2,152.18
	3-1	05/15/2001	3,688.69	1,001.69	42.14%	1,976.53
	2-13	05/15/2001	718.35	195.07	42.14%	384.92
	3-2	06/13/2001	1,492.14	405.20	42.14%	799.54
	3-3	07/13/2001	307.22	83.43	42.14%	164.62

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W9-8105	3-5	09/11/2001	277.62	75.39	42.14%	148.76
			15,054.58	4,149.56		\$8,092.63
Total Fiscal Year 2001 Other Direct Costs:			16,670.01	4,227.75		\$8,806.32
Total Fiscal Year 2001:			26,207.90			\$11,043.99

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BOLDEN, CARL	2002	16	201.39	48.57%	97.82
		18	51.89	48.57%	25.20
			253.28		\$123.02
CASANOVA, RAFAEL	2002	04	711.85	48.57%	345.75
		25	653.42	48.57%	317.37
		26	326.71	48.57%	158.68
		27	280.05	48.57%	136.02
			1,972.03		\$957.82
COMPTON, JOSEPH	2002	13	334.85	48.57%	162.64
		14	180.30	48.57%	87.57
		16	25.76	48.57%	12.51
		17	25.76	48.57%	12.51
		21	231.83	48.57%	112.60
		22	180.30	48.57%	87.57
		23	309.26	48.57%	150.21
		24	51.51	48.57%	25.02
		25	77.29	48.57%	37.54

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2002	26	154.55	48.57%	75.06
			1,571.41		\$763.23
COOK, BRENDA	2002	10	45.29	48.57%	22.00
			45.29		\$22.00
HOCHSTETLER, JAMES	2002	01	315.15	48.57%	153.07
		02	315.14	48.57%	153.06
		03	393.93	48.57%	191.33
		04	748.48	48.57%	363.54
		05	393.93	48.57%	191.33
		06	1,575.74	48.57%	765.34
		07	393.93	48.57%	191.33
		08	472.73	48.57%	229.60
		09	1,116.27	48.57%	542.17
		10	124.03	48.57%	60.24
		12	372.09	48.57%	180.72
		13	165.37	48.57%	80.32
		14	1,322.99	48.57%	642.58
		15	2,480.63	48.57%	1,204.84
		16	950.90	48.57%	461.85
		17	537.47	48.57%	261.05
		18	165.37	48.57%	80.32
		19	248.06	48.57%	120.48
		20	661.49	48.57%	321.29
		21	620.15	48.57%	301.21
		22	1,116.27	48.57%	542.17
		23	620.15	48.57%	301.21
		24	827.00	48.57%	401.67
		25	744.18	48.57%	361.45
		26	826.89	48.57%	401.62

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HOCHSTETLER, JAMES	2002	27	744.19	48.57%	361.45
			18,252.53		\$8,865.24
JOSIAM, RAJALAKSHMI	2002	21	78.84	48.57%	38.29
			78.84		\$38.29
LEGARE, AMY	2002	16	74.40	48.57%	36.14
		18	24.80	48.57%	12.05
			99.20		\$48.19
NEGRI, BEVERLY	2002	07	96.58	48.57%	46.91
		09	33.84	48.57%	16.44
		25	67.65	48.57%	32.86
		26	33.84	48.57%	16.44
		27	98.55	48.57%	47.87
			330.46		\$160.52
PARR, HENRY	2002	04	144.65	48.57%	70.26
		05	144.65	48.57%	70.26
		06	216.99	48.57%	105.39
		07	24.10	48.57%	11.71
		09	63.42	48.57%	30.80
		10	76.10	48.57%	36.96
		11	50.72	48.57%	24.63
		12	101.45	48.57%	49.27
		14	50.72	48.57%	24.63
		15	50.72	48.57%	24.63
		16	152.17	48.57%	73.91
		17	177.53	48.57%	86.23
		18	152.17	48.57%	73.91

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PARR, HENRY	2002	21	50.72	48.57%	24.63
		22	177.53	48.57%	86.23
		23	101.45	48.57%	49.27
		25	101.45	48.57%	49.27
		26	52.10	48.57%	25.30
		27	52.10	48.57%	25.30
			<u>1,940.74</u>		<u>\$942.59</u>
PEYCKE, MARK	2002	17	31.30	48.57%	15.20
		20	15.66	48.57%	7.61
			<u>46.96</u>		<u>\$22.81</u>
THOMAS, VENA	2002	23	102.82	48.57%	49.94
		24	11.43	48.57%	5.55
		26	34.27	48.57%	16.64
			<u>148.52</u>		<u>\$72.13</u>
TRACY, JANICE	2002	11	20.90	48.57%	10.15
			<u>20.90</u>		<u>\$10.15</u>
WERNER, ROBERT	2002	01	154.55	48.57%	75.06
		02	1,023.88	48.57%	497.30
		03	1,197.74	48.57%	581.74
		04	1,062.52	48.57%	516.07
		05	1,883.56	48.57%	914.85
		06	1,777.29	48.57%	863.23
		07	579.57	48.57%	281.50
		08	1,004.55	48.57%	487.91
		09	1,358.43	48.57%	659.79
		10	729.89	48.57%	354.51

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WERNER, ROBERT	2002	12	364.95	48.57%	177.26
		13	0.00	48.57%	0.00
		14	243.30	48.57%	118.17
		15	831.28	48.57%	403.75
		16	2,362.06	48.57%	1,147.25
		17	1,398.98	48.57%	679.48
		18	892.11	48.57%	433.30
		19	851.55	48.57%	413.60
		20	1,125.27	48.57%	546.54
		21	486.61	48.57%	236.35
		22	1,297.61	48.57%	630.25
		23	648.80	48.57%	315.12
		24	446.06	48.57%	216.65
		25	486.61	48.57%	236.35
		26	162.20	48.57%	78.78
		27	91.24	48.57%	44.32
			22,460.61		\$10,909.13
Total Fiscal Year 2002 Payroll Direct Costs:			47,220.77		\$22,935.12

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	4504116	12/05/2001	560.53	48.57%	272.24
			560.53		\$272.24
HOCHSTETLER, JAMES	T6650781	12/10/2001	438.04	48.57%	212.75
	T6651013	01/24/2002	233.76	48.57%	113.54
			606.99	48.57%	294.83

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HOCHSTETLER, JAMES	TM0014940	02/08/2002	636.15	48.57%	308.98
			1,914.94		\$930.10
WERNER, ROBERT	T6650782	12/18/2001	367.21	48.57%	178.36
	T6651014	01/17/2002	595.61	48.57%	289.30
	TM0014951	02/20/2002	482.61	48.57%	234.40
			1,445.43		\$702.06
Total Fiscal Year 2002 Travel Direct Costs:			3,920.90		\$1,904.40

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W0-0083	T15-10	04/15/2002	350.65	119.94	48.57%	228.57
	T15-11	05/09/2002	787.50	269.36	48.57%	513.32
	T15-12	06/10/2002	0.28	0.10	48.57%	0.18
	T15-13	07/12/2002	1.18	0.40	48.57%	0.77
	T15-15	09/06/2002	1.68	0.57	48.57%	1.09
			1,141.29	390.37		\$743.93
68-W0-0091	1260-09	03/18/2002	94.13	21.76	48.57%	56.29
	1260-10	04/10/2002	18.62	4.30	48.57%	11.13
	1260-13	07/03/2002	285.58	66.01	48.57%	170.77
	1260-12	07/17/2002	34.64	8.01	48.57%	20.72
	1260-14	08/01/2002	7.32	1.69	48.57%	4.38
	1260-15	08/28/2002	28.93	6.69	48.57%	17.30
			469.22	108.46		\$280.59

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W6-0036	2A	10/22/2001	21.47	2.02	48.57%	11.41
	3A	11/21/2001	349.34	32.81	48.57%	185.61
	5A	01/23/2002	3,357.85	105.86	48.57%	1,682.32
	81	02/14/2002	-2.91	-0.12	48.57%	-1.47
	82	03/07/2002	40.56	1.73	48.57%	20.54
			<u>3,766.31</u>	<u>142.30</u>		<u>\$1,898.41</u>
68-W9-8105	3-6	10/15/2001	253.60	68.87	48.57%	156.62
	3-7	11/14/2001	2,119.98	575.70	48.57%	1,309.29
			398.44	108.20	48.57%	246.08
	3-8	12/13/2001	4,063.68	1,103.52	48.57%	2,509.71
	3-9	01/14/2002	12,922.16	3,509.12	48.57%	7,980.67
	3-10	02/12/2002	11,339.60	3,079.36	48.57%	7,003.29
	3-11	03/15/2002	9,428.11	2,560.28	48.57%	5,822.76
	3-12	04/15/2002	2,165.33	588.01	48.57%	1,337.30
			<u>42,690.90</u>	<u>11,593.06</u>		<u>\$26,365.72</u>
Total Fiscal Year 2002 Other Direct Costs:			<u>48,067.72</u>	<u>12,234.19</u>		<u>\$29,288.65</u>
Total Fiscal Year 2002:			<u>111,443.58</u>			<u>\$54,128.17</u>

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2003	26	208.32	36.71%	76.47
		27	243.02	36.71%	89.21
			<u>451.34</u>		<u>\$165.68</u>
BOLDEN, CARL	2003	01	0.00	36.71%	0.00

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BOLDEN, CARL	2003	02	259.47	36.71%	95.25
		03	311.35	36.71%	114.30
		04	311.35	36.71%	114.30
		05	155.68	36.71%	57.15
		06	77.84	36.71%	28.58
		08	25.95	36.71%	9.53
		09	107.19	36.71%	39.35
			<u>1,248.83</u>		<u>\$458.46</u>
CASANOVA, RAFAEL	2003	01	186.69	36.71%	68.53
		02	746.76	36.71%	274.14
		03	1,213.48	36.71%	445.47
		04	700.09	36.71%	257.00
		05	373.38	36.71%	137.07
		08	700.09	36.71%	257.00
		09	578.58	36.71%	212.40
		10	385.72	36.71%	141.60
		12	771.44	36.71%	283.20
		13	144.65	36.71%	53.10
		16	48.73	36.71%	17.89
		17	389.77	36.71%	143.08
		18	97.44	36.71%	35.77
		19	779.55	36.71%	286.17
		20	<u>487.25</u>	<u>36.71%</u>	<u>178.87</u>
			<u>7,603.62</u>		<u>\$2,791.29</u>
COMPTON, JOSEPH	2003	01	77.27	36.71%	28.37
		02	51.51	36.71%	18.91
		05	154.55	36.71%	56.74
		06	51.51	36.71%	18.91
		08	51.51	36.71%	18.91
		09	186.66	36.71%	68.52

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2003	10	13.72	36.71%	5.04
		11	27.43	36.71%	10.07
		12	54.89	36.71%	20.15
		13	164.63	36.71%	60.44
		14	124.72	36.71%	45.78
		15	27.72	36.71%	10.18
		17	13.89	36.71%	5.10
		27	13.84	36.71%	5.08
			<u>1,013.85</u>		<u>\$372.20</u>
HOCHSTETLER, JAMES	2003	02	614.92	36.71%	225.74
		03	1,147.85	36.71%	421.38
		04	2,336.72	36.71%	857.81
		05	1,065.86	36.71%	391.28
		06	40.99	36.71%	15.05
			<u>5,206.34</u>		<u>\$1,911.26</u>
HONKER, WILLIAM	2003	01	16.58	36.71%	6.09
			<u>16.58</u>		<u>\$6.09</u>
IVENER, BROOKE M.	2003	01	21.42	36.71%	7.86
		02	228.43	36.71%	83.86
		03	142.78	36.71%	52.41
		04	21.43	36.71%	7.87
			<u>414.06</u>		<u>\$152.00</u>
MILLER, PATRICE	2003	27	14.75	36.71%	5.41
			<u>14.75</u>		<u>\$5.41</u>

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NEGRI, BEVERLY	2003	13	349.94	36.71%	128.46
			349.94		\$128.46
PARR, HENRY	2003	01	104.21	36.71%	38.26
		02	154.95	36.71%	56.88
		03	103.31	36.71%	37.93
		04	154.95	36.71%	56.88
		05	206.59	36.71%	75.84
		06	154.95	36.71%	56.88
		08	129.12	36.71%	47.40
		09	53.48	36.71%	19.63
		11	160.46	36.71%	58.90
		12	53.48	36.71%	19.63
		14	54.03	36.71%	19.83
		21	54.03	36.71%	19.83
			1,383.56		\$507.89
RILEY, JOHN	2003	02	189.81	36.71%	69.68
			189.81		\$69.68
SUTTICE, ETHEL	2003	20	87.60	36.71%	32.16
			87.60		\$32.16
THOMAS, VENA	2003	18	24.33	36.71%	8.93
			24.33		\$8.93
WERNER, ROBERT	2003	02	121.65	36.71%	44.66
		03	40.55	36.71%	14.89
		05	851.55	36.71%	312.60

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WERNER, ROBERT	2003	06	40.55	36.71%	14.89
		08	648.80	36.71%	238.17
		09	1,969.17	36.71%	722.88
		10	1,906.32	36.71%	699.81
		11	1,822.53	36.71%	669.05
		12	1,843.49	36.71%	676.75
		13	460.86	36.71%	169.18
		14	370.51	36.71%	136.01
		15	201.15	36.71%	73.84
		16	1,037.38	36.71%	380.82
		17	889.19	36.71%	326.42
		18	973.86	36.71%	357.50
		19	635.13	36.71%	233.16
		20	1,100.89	36.71%	404.14
		21	952.70	36.71%	349.74
		22	1,503.15	36.71%	551.81
		23	456.53	36.71%	167.59
		24	565.22	36.71%	207.49
		26	130.44	36.71%	47.88
			18,521.62		\$6,799.28

Total Fiscal Year 2003 Payroll Direct Costs:

36,526.23

\$13,408.79

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	TM0064302	10/16/2002	98.40	36.71%	36.12
	TM0066134	11/04/2002	287.90	36.71%	105.69
	TM0069020	11/21/2002	583.89	36.71%	214.34
	TM0072626	12/11/2002	187.98	36.71%	69.01

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	TM0094352	03/24/2003	379.84	36.71%	139.45
			1,538.01		\$564.61
IVENER, BROOKE M.	TM0066126	11/06/2002	63.89	36.71%	23.46
			63.89		\$23.46
WERNER, ROBERT	TM0094698	03/20/2003	364.90	36.71%	133.95
	TM0134031	08/25/2003	573.86	36.71%	210.66
			938.76		\$344.61
Total Fiscal Year 2003 Travel Direct Costs:			2,540.66		\$932.68

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W0-0083	T15-20	03/13/2003	-41.56	-14.22	36.71%	-20.48
	T15-22	05/08/2003	393.98	134.76	36.71%	194.10
	T15-23	06/12/2003	618.23	211.46	36.71%	304.58
			970.65	332.00		\$478.20
68-W6-0036	18A	11/14/2002	427.69	13.48	36.71%	161.95
	19A	12/16/2002	2,787.46	89.17	36.71%	1,056.01
	87	02/21/2003	-4.19	-0.18	36.71%	-1.60
			-4.19	-0.18	36.71%	-1.60
			4.19	0.18	36.71%	1.60
	88	03/07/2003	54.54	2.39	36.71%	20.90
	25A	04/24/2003	13.38	0.43	36.71%	5.07
	28A	07/21/2003	466.24	14.91	36.71%	176.63

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W6-0036	29A	08/18/2003	24.30	0.78	36.71%	9.21
			350.61	11.22	36.71%	132.83
	30A	08/21/2003	124.32	3.98	36.71%	47.10
	32A	09/16/2003	-20.37	-0.65	36.71%	-7.72
	31A	09/16/2003	9.00	0.29	36.71%	3.41
			4,232.98	135.82		\$1,603.79
A3BK0000195	475036	07/11/2003	0.48	0.00	36.71%	0.18
	475035	07/11/2003	25.00	0.00	36.71%	9.18
			25.48	0.00		\$9.36
A3BK0000205	479128	07/25/2003	0.38	0.00	36.71%	0.14
	479127	07/25/2003	20.00	0.00	36.71%	7.34
			20.38	0.00		\$7.48
A3BK0000243	494037	09/23/2003	21.00	0.00	36.71%	7.71
	494038	09/23/2003	0.40	0.00	36.71%	0.15
			21.40	0.00		\$7.86
Total Fiscal Year 2003 Other Direct Costs:			5,270.89	467.82		\$2,106.69
Total Fiscal Year 2003:			44,805.60			\$16,448.16

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2004	01	104.15	40.81%	42.50
		02	572.22	40.81%	233.52

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2004	03	750.47	40.81%	306.27
		04	1,012.52	40.81%	413.21
		05	583.70	40.81%	238.21
		06	47.98	40.81%	19.58
		08	11.92	40.81%	4.86
		10	1,061.81	40.81%	433.32
		11	951.96	40.81%	388.49
		12	427.17	40.81%	174.33
		13	85.45	40.81%	34.87
		16	99.64	40.81%	40.66
		18	1,208.07	40.81%	493.01
		19	161.93	40.81%	66.08
		20	49.82	40.81%	20.33
		21	286.47	40.81%	116.91
		22	124.55	40.81%	50.83
		23	311.38	40.81%	127.07
		24	49.82	40.81%	20.33
		25	24.90	40.81%	10.16
		26	199.27	40.81%	81.32
			8,125.20		\$3,315.86
CASANOVA, RAFAEL	2004	08	100.16	40.81%	40.88
		10	51.24	40.81%	20.91
		11	307.42	40.81%	125.46
		17	418.58	40.81%	170.82
		18	994.13	40.81%	405.70
		19	2,668.46	40.81%	1,089.00
		20	209.29	40.81%	85.41
		22	209.30	40.81%	85.42
		25	104.66	40.81%	42.71
			5,063.24		\$2,066.31

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CHRISTIAN, DORETHA	2004	23	95.55	40.81%	38.99
			95.55		\$38.99
COMPTON, JOSEPH	2004	02	69.29	40.81%	28.28
		03	27.72	40.81%	11.31
		04	27.72	40.81%	11.31
		06	27.72	40.81%	11.31
		10	56.83	40.81%	23.19
		11	170.50	40.81%	69.58
		12	85.26	40.81%	34.79
		13	28.42	40.81%	11.60
		20	840.81	40.81%	343.13
		21	550.88	40.81%	224.81
		23	290.11	40.81%	118.39
		24	57.98	40.81%	23.66
		25	492.89	40.81%	201.15
		26	57.98	40.81%	23.66
		27	86.97	40.81%	35.49
			2,871.08		\$1,171.66
CONTRERAS, ROBERT	2004	23	39.13	40.81%	15.97
			39.13		\$15.97
HEPOLA, JOHN	2004	05	33.29	40.81%	13.59
			33.29		\$13.59
MILLER, PATRICE	2004	04	30.57	40.81%	12.48

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MILLER, PATRICE	2004	05	118.13	40.81%	48.21
			148.70		\$60.69
NEGRI, BEVERLY	2004	05	134.78	40.81%	55.00
		06	1,173.56	40.81%	478.93
		08	70.71	40.81%	28.86
		09	36.23	40.81%	14.79
		11	72.45	40.81%	29.57
		13	108.69	40.81%	44.36
		15	147.92	40.81%	60.37
		16	73.95	40.81%	30.18
		21	110.95	40.81%	45.28
		22	147.92	40.81%	60.37
			2,077.16		\$847.71
PARR, HENRY	2004	06	27.02	40.81%	11.03
		08	27.02	40.81%	11.03
		11	55.42	40.81%	22.62
		18	56.56	40.81%	23.08
		19	56.56	40.81%	23.08
			222.58		\$90.84
WERNER, ROBERT	2004	03	141.33	40.81%	57.68
		08	10.88	40.81%	4.44
		13	77.90	40.81%	31.79
		16	22.73	40.81%	9.28

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WERNER, ROBERT	2004	18	0.00	40.81%	0.00
			252.84		\$103.19
Total Fiscal Year 2004 Payroll Direct Costs:			18,928.77		\$7,724.81

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	TM0183863	02/13/2004	362.95	40.81%	148.12
			362.95		\$148.12
CASANOVA, RAFAEL	TM0181510	02/18/2004	166.67	40.81%	68.01
	TM0228932	07/07/2004	126.18	40.81%	51.50
			292.85		\$119.51
NEGRI, BEVERLY	TM0172075	12/18/2003	496.60	40.81%	202.66
			496.60		\$202.66
Total Fiscal Year 2004 Travel Direct Costs:			1,152.40		\$470.29

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W6-0036	33A	10/22/2003	-11.56	-0.37	40.81%	-4.87
			-11.56	-0.37	40.81%	-4.87
	40A	03/19/2004	182.91	5.00	40.81%	76.69
	45A	06/18/2004	277.72	7.59	40.81%	116.44

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W6-0036	46A	07/14/2004	326.02	8.91	40.81%	136.68
			763.53	20.76		\$320.07
98616401	742677375A1	06/09/2004	68.00	0.00	40.81%	27.75
		07/09/2004	47.00	0.00	40.81%	19.18
		08/31/2004	90.00	0.00	40.81%	36.73
			205.00	0.00		\$83.66
A4BK0000022	503402	10/27/2003	21.00	0.00	40.81%	8.57
	503403	10/27/2003	0.40	0.00	40.81%	0.16
			21.40	0.00		\$8.73
Total Fiscal Year 2004 Other Direct Costs:			989.93	20.76		\$412.46
Total Fiscal Year 2004:			21,091.86			\$8,607.56

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2005	03	50.01	48.90%	24.45
		05	37.49	48.90%	18.33
		08	512.57	48.90%	250.65
		09	1,343.80	48.90%	657.12
		10	400.55	48.90%	195.87
		11	245.52	48.90%	120.06
		12	64.60	48.90%	31.59
		13	51.69	48.90%	25.28
		14	1,111.22	48.90%	543.39
		15	90.44	48.90%	44.23

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2005	16	51.69	48.90%	25.28
		18	116.29	48.90%	56.87
		19	38.75	48.90%	18.95
		20	64.61	48.90%	31.59
		24	258.42	48.90%	126.37
		25	762.34	48.90%	372.78
		26	318.71	48.90%	155.85
		27	413.49	48.90%	202.20
			5,932.19		\$2,900.86
BIRDSONG, DAVID	2005	23	239.40	48.90%	117.07
			239.40		\$117.07
BOLDEN, CARL	2005	27	121.31	48.90%	59.32
			121.31		\$59.32
CASANOVA, RAFAEL	2005	07	945.52	48.90%	462.36
		10	217.90	48.90%	106.55
		11	708.16	48.90%	346.29
		12	81.72	48.90%	39.96
		13	217.91	48.90%	106.56
		15	108.95	48.90%	53.28
		20	54.49	48.90%	26.65
		25	903.88	48.90%	442.00
		26	114.25	48.90%	55.87
			3,352.78		\$1,639.52
COMPTON, JOSEPH	2005	02	378.36	48.90%	185.02
		05	14.55	48.90%	7.11
		08	43.65	48.90%	21.34

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2005	09	135.84	48.90%	66.43
		14	31.03	48.90%	15.17
		15	170.63	48.90%	83.44
		16	15.50	48.90%	7.58
		19	93.07	48.90%	45.51
		20	124.09	48.90%	60.68
		21	31.03	48.90%	15.17
		23	155.12	48.90%	75.85
		24	412.01	48.90%	201.47
		25	558.44	48.90%	273.08
		26	155.12	48.90%	75.85
		27	31.03	48.90%	15.17
			<u>2,349.47</u>		<u>\$1,148.87</u>
CONTRERAS, ROBERT	2005	13	41.60	48.90%	20.34
			<u>41.60</u>		<u>\$20.34</u>
HEPOLA, JOHN	2005	14	107.95	48.90%	52.79
		16	35.98	48.90%	17.59
			<u>143.93</u>		<u>\$70.38</u>
MILLER, PATRICE	2005	08	14.58	48.90%	7.13
		09	89.35	48.90%	43.69
		26	93.94	48.90%	45.94
		27	60.85	48.90%	29.76
			<u>258.72</u>		<u>\$126.52</u>
NEGRI, BEVERLY	2005	07	76.21	48.90%	37.27
		10	118.64	48.90%	58.01
		15	118.64	48.90%	58.01

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NEGRI, BEVERLY	2005	19	237.31	48.90%	116.04
			550.80		\$269.33
WERNER, ROBERT	2005	27	123.38	48.90%	60.33
			123.38		\$60.33
Total Fiscal Year 2005 Payroll Direct Costs:			13,113.58		\$6,412.54

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
197631401	EFT# 6820	REQUE: 07/19/2005	10,352.30	0.00	48.90%	5,062.27
			10,352.30	0.00		\$5,062.27
68-W0-0083	T15-38	10/08/2004	15.45	5.28	48.90%	10.14
	ESS2FY0315	02/17/2005	39.32	13.45	48.90%	25.80
	ESS2FY0215	02/17/2005	69.14	23.65	48.90%	45.37
			123.91	42.38		\$81.31
68-W6-0036	52A	11/24/2004	1.14	0.03	48.90%	0.57
	95	02/22/2005	-4.56	2.63	48.90%	-0.94
	55A	02/22/2005	-1.14	-0.05	48.90%	-0.58
	58A	02/23/2005	173.35	7.57	48.90%	88.47
			168.79	10.18		\$87.52
98616401	742677375A1	10/04/2004	23.00	0.00	48.90%	11.25
		11/09/2004	226.00	0.00	48.90%	110.51
		12/17/2004	71.00	0.00	48.90%	34.72

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
98616401	742677375A1	05/04/2005	156.00	0.00	48.90%	76.28
			476.00	0.00		\$232.76
Total Fiscal Year 2005 Other Direct Costs:			11,121.00	52.56		\$5,463.86
Total Fiscal Year 2005:			24,287.14			\$11,876.40

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2006	02	956.73	52.61%	503.34
		03	305.62	52.61%	160.79
		04	451.79	52.61%	237.69
		06	26.57	52.61%	13.98
		07	106.30	52.61%	55.92
		09	109.57	52.61%	57.64
		10	95.87	52.61%	50.44
		11	82.17	52.61%	43.23
		12	424.59	52.61%	223.38
		13	82.18	52.61%	43.23
		14	13.69	52.61%	7.20
		15	109.57	52.61%	57.64
		16	136.96	52.61%	72.05
		17	342.40	52.61%	180.14
		18	643.72	52.61%	338.66
		19	301.33	52.61%	158.53
		20	68.48	52.61%	36.03
		21	238.12	52.61%	125.27
		22	1,013.56	52.61%	533.23
		23	41.09	52.61%	21.62
		24	1,079.26	52.61%	567.80

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2006	25	729.22	52.61%	383.64
		26	219.16	52.61%	115.30
		27	506.79	52.61%	266.62
			8,084.74		\$4,253.37
BOLDEN, CARL	2006	07	727.82	52.61%	382.91
		09	846.16	52.61%	445.16
		15	62.67	52.61%	32.97
		17	125.35	52.61%	65.95
		18	805.90	52.61%	423.98
		19	347.14	52.61%	182.63
		22	515.72	52.61%	271.32
		23	193.39	52.61%	101.74
		24	322.32	52.61%	169.57
		25	257.87	52.61%	135.67
		26	257.86	52.61%	135.66
		27	161.17	52.61%	84.79
			4,623.37		\$2,432.35
CASANOVA, RAFAEL	2006	03	108.95	52.61%	57.32
		10	942.77	52.61%	495.99
		11	394.10	52.61%	207.34
		12	577.07	52.61%	303.60
		13	161.08	52.61%	84.74
		17	345.09	52.61%	181.55
		21	476.80	52.61%	250.84
		22	1,198.04	52.61%	630.29
			4,203.90		\$2,211.67
COMPTON, JOSEPH	2006	02	155.13	52.61%	81.61
		03	248.19	52.61%	130.57

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
COMPTON, JOSEPH	2006	07	310.24	52.61%	163.22
		10	32.13	52.61%	16.90
		11	16.02	52.61%	8.43
		12	32.07	52.61%	16.87
		15	160.33	52.61%	84.35
		16	288.59	52.61%	151.83
		17	192.40	52.61%	101.22
		18	262.26	52.61%	137.97
		19	224.48	52.61%	118.10
		20	64.14	52.61%	33.74
		22	448.91	52.61%	236.17
		23	224.46	52.61%	118.09
		24	96.20	52.61%	50.61
		25	160.31	52.61%	84.34
		26	192.41	52.61%	101.23
		27	545.15	52.61%	286.80
			3,653.42		\$1,922.05
		HEPOLA, JOHN	2006	26	18.62
	18.62				\$9.80
MILLER, PATRICE	2006	02	212.85	52.61%	111.98
		03	152.13	52.61%	80.04
			364.98		\$192.02
PARR, HENRY	2006	19	124.12	52.61%	65.30
		22	62.08	52.61%	32.66
			186.20		\$97.96

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PEYCKE, MARK	2006	26	18.99	52.61%	9.99
			18.99		\$9.99
SHADE, KEVIN	2006	22	130.59	52.61%	68.70
			130.59		\$68.70
WERNER, ROBERT	2006	04	49.36	52.61%	25.97
		07	222.08	52.61%	116.84
			271.44		\$142.81
Total Fiscal Year 2006 Payroll Direct Costs:			21,556.25		\$11,340.72

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	TM0368569	11/21/2005	76.61	52.61%	40.31
			76.61		\$40.31
Total Fiscal Year 2006 Travel Direct Costs:			76.61		\$40.31

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
197631401	EFT# 66820	REQUE 01/27/2006	4,465.27	0.00	52.61%	2,349.18
	EFT# 66820	REQUE 05/08/2006	3,822.50	0.00	52.61%	2,011.02

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
197631401	EFT# 6820	REQUE: 08/17/2006	1,282.48	0.00	52.61%	674.71
			9,570.25	0.00		\$5,034.91
68-W6-0036	68A	11/09/2005	2.14	0.09	52.61%	1.17
	74A	02/21/2006	-3.52	-0.16	52.61%	-1.94
	80A	07/13/2006	-5.26	-0.24	52.61%	-2.89
	82A	08/18/2006	38.94	1.78	52.61%	21.42
			32.30	1.47		\$17.76
98616401	742677375A1	11/03/2005	95.00	0.00	52.61%	49.98
		12/15/2005	125.00	0.00	52.61%	65.76
		01/05/2006	95.00	0.00	52.61%	49.98
		03/09/2006	53.00	0.00	52.61%	27.88
			368.00	0.00		\$193.60
EPW05013	19-04	12/01/2005	3,777.70	1,135.67	52.61%	2,584.92
	20-04	01/06/2006	2,770.80	832.97	52.61%	1,895.94
	21-04	02/08/2006	354.78	106.66	52.61%	242.76
			6,903.28	2,075.30		\$4,723.62
Total Fiscal Year 2006 Other Direct Costs:			16,873.83	2,076.77		\$9,969.89
Total Fiscal Year 2006:			40,583.46			\$21,350.92

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2007	01	1,342.27	42.63%	572.21

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2007	03	54.79	42.63%	23.36
		04	493.09	42.63%	210.20
		05	13.69	42.63%	5.84
		06	1,465.51	42.63%	624.75
		07	958.77	42.63%	408.72
		08	84.14	42.63%	35.87
		09	97.87	42.63%	41.72
		10	55.92	42.63%	23.84
		11	757.18	42.63%	322.79
		12	265.63	42.63%	113.24
		13	98.14	42.63%	41.84
		14	168.28	42.63%	71.74
		15	56.09	42.63%	23.91
		18	378.59	42.63%	161.39
		22	42.06	42.63%	17.93
		23	56.09	42.63%	23.91
		25	659.01	42.63%	280.94
		26	140.22	42.63%	59.78
			7,187.34		\$3,063.98
BIRDSONG, DAVID	2007	06	87.06	42.63%	37.11
		09	43.16	42.63%	18.40
		11	44.57	42.63%	19.00
		12	68.80	42.63%	29.33
		13	44.02	42.63%	18.77
		14	91.75	42.63%	39.11
		15	114.67	42.63%	48.88
		16	160.55	42.63%	68.44
		18	87.68	42.63%	37.38
		19	114.67	42.63%	48.88
		22	132.08	42.63%	56.31
		23	67.47	42.63%	28.76
		24	22.94	42.63%	9.78

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BIRDSONG, DAVID	2007	25	68.80	42.63%	29.33
			1,148.22		\$489.48
BOLDEN, CARL	2007	01	515.74	42.63%	219.86
		02	257.87	42.63%	109.93
		03	318.65	42.63%	135.84
		04	153.44	42.63%	65.41
		07	386.81	42.63%	164.90
		09	132.20	42.63%	56.36
		10	132.21	42.63%	56.36
		11	165.25	42.63%	70.45
		12	165.26	42.63%	70.45
		14	198.31	42.63%	84.54
		18	396.60	42.63%	169.07
		22	132.21	42.63%	56.36
		23	264.41	42.63%	112.72
		24	231.35	42.63%	98.62
		25	330.51	42.63%	140.90
		26	132.21	42.63%	56.36
			3,913.03		\$1,668.13
BRADSHER, JAMIE	2007	18	81.84	42.63%	34.89
			81.84		\$34.89
CASANOVA, RAFAEL	2007	03	938.13	42.63%	399.92
		07	0.00	42.63%	0.00
			390.28	42.63%	166.38
		08	175.10	42.63%	74.65
		11	114.03	42.63%	48.61
		18	290.79	42.63%	123.96
		23	142.54	42.63%	60.76

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2007	24	1,521.13	42.63%	648.46
		25	173.12	42.63%	73.80
			3,745.12		\$1,596.54
CHAVARRIA, GUSTAVO	2007	26	64.60	42.63%	27.54
			64.60		\$27.54
COMPTON, JOSEPH	2007	01	416.86	42.63%	177.71
		02	288.58	42.63%	123.02
		03	577.22	42.63%	246.07
		04	158.89	42.63%	67.73
		05	91.87	42.63%	39.16
		06	256.54	42.63%	109.36
		08	427.03	42.63%	182.04
		09	101.24	42.63%	43.16
		10	67.48	42.63%	28.77
		11	236.18	42.63%	100.68
		12	168.71	42.63%	71.92
		13	67.48	42.63%	28.77
		14	33.74	42.63%	14.38
		15	337.42	42.63%	143.84
		16	134.98	42.63%	57.54
		18	674.83	42.63%	287.68
		19	134.97	42.63%	57.54
		22	202.45	42.63%	86.30
		23	657.95	42.63%	280.48
		24	725.44	42.63%	309.26
		25	506.13	42.63%	215.76
		26	67.48	42.63%	28.77
			6,333.47		\$2,699.94

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HEPOLA, JOHN	2007	11	19.43	42.63%	8.28
		24	38.65	42.63%	16.48
		25	116.70	42.63%	49.75
		26	58.42	42.63%	24.90
			<u>233.20</u>		<u>\$99.41</u>
NEGRI, BEVERLY	2007	04	77.98	42.63%	33.24
		13	41.90	42.63%	17.86
		14	41.91	42.63%	17.87
		19	83.82	42.63%	35.73
			<u>245.61</u>		<u>\$104.70</u>
PEYCKE, MARK	2007	12	61.25	42.63%	26.11
		24	81.66	42.63%	34.81
		25	158.25	42.63%	67.46
		26	58.35	42.63%	24.87
			<u>359.51</u>		<u>\$153.25</u>
SHADE, KEVIN	2007	01	160.13	42.63%	68.26
		02	113.82	42.63%	48.52
		18	172.59	42.63%	73.58
			<u>446.54</u>		<u>\$190.36</u>
THOMAS, VENA	2007	11	29.69	42.63%	12.66
			<u>29.69</u>		<u>\$12.66</u>
WILLIAMS, DONALD	2007	25	267.28	42.63%	113.94

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WILLIAMS, DONALD	2007	26	66.82	42.63%	28.49
			334.10		\$142.43
Total Fiscal Year 2007 Payroll Direct Costs:			24,122.27		\$10,283.31

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	TM0545051	09/05/2007	353.92	42.63%	150.88
			353.92		\$150.88
Total Fiscal Year 2007 Travel Direct Costs:			353.92		\$150.88

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
197631401	EFT# 66820	REQUE 11/09/2006	6,082.51	0.00	42.63%	2,592.97
	EFT# 66820	REQUE 05/16/2007	2,620.26	0.00	42.63%	1,117.02
	EFT# 66820	REQUE 06/18/2007	1,815.81	0.00	42.63%	774.08
			10,518.58	0.00		\$4,484.07
68-W6-0036	89A	12/27/2006	1.13	0.05	42.63%	0.50
			1.13	0.05		\$0.50
98616401	742677375A1	03/02/2007	49.00	0.00	42.63%	20.89
		07/26/2007	54.00	0.00	42.63%	23.02

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
98616401	742677375A1	08/24/2007	51.00	0.00	42.63%	21.74
			154.00	0.00		\$65.65
EPW05013	31-04	01/08/2007	14.62	5.22	42.63%	8.46
			14.62	5.22		\$8.46
Total Fiscal Year 2007 Other Direct Costs:			10,688.33	5.27		\$4,558.68
Total Fiscal Year 2007:			35,169.79			\$14,992.87

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2008	01	72.06	46.50%	33.51
		02	187.36	46.50%	87.12
		03	1,033.10	46.50%	480.39
		04	302.64	46.50%	140.73
		06	158.54	46.50%	73.72
		08	14.95	46.50%	6.95
		09	59.77	46.50%	27.79
		11	298.84	46.50%	138.96
		14	30.46	46.50%	14.16
		15	119.52	46.50%	55.58
		16	119.52	46.50%	55.58
		17	29.89	46.50%	13.90
		19	104.60	46.50%	48.64
		20	134.46	46.50%	62.52
		21	74.67	46.50%	34.72
		22	29.89	46.50%	13.90

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2008	24	14.95	46.50%	6.95
			2,785.22		\$1,295.12
BOLDEN, CARL	2008	01	264.41	46.50%	122.95
		02	165.25	46.50%	76.84
		03	384.54	46.50%	178.81
		04	125.86	46.50%	58.52
		06	60.84	46.50%	28.29
		08	68.53	46.50%	31.87
		11	274.11	46.50%	127.46
		12	137.08	46.50%	63.74
		13	102.80	46.50%	47.80
		15	102.80	46.50%	47.80
		16	102.80	46.50%	47.80
		19	140.88	46.50%	65.51
		20	105.66	46.50%	49.13
			2,035.56		\$946.52
CASANOVA, RAFAEL	2008	01	0.00	46.50%	0.00
		02	479.48	46.50%	222.96
		03	1,488.42	46.50%	692.12
		04	88.20	46.50%	41.01
		06	58.54	46.50%	27.22
		09	798.83	46.50%	371.46
		10	920.88	46.50%	428.21
		11	1,018.65	46.50%	473.67
		12	1,356.00	46.50%	630.54
		15	1,928.11	46.50%	896.57
		16	1,505.48	46.50%	700.05
		17	61.45	46.50%	28.57
		19	307.23	46.50%	142.86
		20	1,184.10	46.50%	550.61

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2008	21	491.57	46.50%	228.58
		22	61.45	46.50%	28.57
		23	1,167.52	46.50%	542.90
		24	153.61	46.50%	71.43
		25	61.45	46.50%	28.57
			<u>13,130.97</u>		<u>\$6,105.90</u>
CHAVARRIA, GUSTAVO	2008	02	64.59	46.50%	30.03
		03	193.80	46.50%	90.12
			<u>258.39</u>		<u>\$120.15</u>
COLEMAN, SAMUEL	2008	11	140.58	46.50%	65.37
		20	46.87	46.50%	21.79
			<u>187.45</u>		<u>\$87.16</u>
COMPTON, JOSEPH	2008	01	524.28	46.50%	243.79
		02	708.56	46.50%	329.48
		03	539.86	46.50%	251.03
		04	165.07	46.50%	76.76
		05	64.42	46.50%	29.96
		06	289.88	46.50%	134.79
		08	279.60	46.50%	130.01
		09	454.35	46.50%	211.27
		10	104.85	46.50%	48.76
		11	349.51	46.50%	162.52
		14	393.39	46.50%	182.93
		15	209.72	46.50%	97.52
		16	209.70	46.50%	97.51
		17	139.82	46.50%	65.02
		18	1,188.29	46.50%	552.55
		19	349.51	46.50%	162.52

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2008	20	454.35	46.50%	211.27
		21	349.50	46.50%	162.52
		22	174.30	46.50%	81.05
		23	244.64	46.50%	113.76
		24	524.24	46.50%	243.77
		25	139.80	46.50%	65.01
		26	34.95	46.50%	16.25
			<u>7,892.59</u>		<u>\$3,670.05</u>
FAULTRY, CHARLES	2008	15	34.14	46.50%	15.88
			<u>34.14</u>		<u>\$15.88</u>
LENNOX, URSULA	2008	22	552.59	46.50%	256.95
			<u>552.59</u>		<u>\$256.95</u>
NEGRI, BEVERLY	2008	11	178.25	46.50%	82.89
		18	133.69	46.50%	62.17
			<u>311.94</u>		<u>\$145.06</u>
PEYCKE, MARK	2008	03	77.80	46.50%	36.18
		09	42.37	46.50%	19.70
			<u>120.17</u>		<u>\$55.88</u>
RAUSCHER, JON	2008	20	68.49	46.50%	31.85
		21	34.26	46.50%	15.93
			<u>102.75</u>		<u>\$47.78</u>
SHEWMAKE, KENNETH	2008	19	53.59	46.50%	24.92

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SHEWMAKE, KENNETH	2008	20	500.31	46.50%	232.64
		21	134.01	46.50%	62.31
		22	35.75	46.50%	16.62
		23	870.94	46.50%	404.99
			1,594.60		\$741.48
WILLIAMS, DONALD	2008	11	69.25	46.50%	32.20
		12	69.25	46.50%	32.20
		13	276.96	46.50%	128.79
		14	87.01	46.50%	40.46
		15	69.25	46.50%	32.20
		16	69.25	46.50%	32.20
		20	138.48	46.50%	64.39
			779.45		\$362.44
Total Fiscal Year 2008 Payroll Direct Costs:			29,785.82		\$13,850.37

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	TM0563081	11/13/2007	652.01	46.50%	303.19
			<u>652.01</u>		<u>\$303.19</u>
CASANOVA, RAFAEL	TM0562748	12/12/2007	500.24	46.50%	232.61
			<u>500.24</u>		<u>\$232.61</u>

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
LENNOX, URSULA	00RYYE	08/12/2008	433.37	46.50%	201.53
			433.37		\$201.53
Total Fiscal Year 2008 Travel Direct Costs:			1,585.62		\$737.33

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W6-0036	JVH0815	01/11/2008	-14.88	-1.46	46.50%	-7.60
	JVH1247	02/26/2008	-1.54	-0.12	46.50%	-0.77
			-16.42	-1.58		\$-8.37
98616401	742677375A1	10/29/2007	98.00	0.00	46.50%	45.57
		11/28/2007	98.00	0.00	46.50%	45.57
		12/21/2007	51.00	0.00	46.50%	23.72
		02/28/2008	53.00	0.00	46.50%	24.65
		06/26/2008	54.00	0.00	46.50%	25.11
		08/13/2008	-54.00	0.00	46.50%	-25.11
			300.00	0.00		\$139.51
V96666101	742677375AV	08/13/2008	54.00	0.00	46.50%	25.11
		08/21/2008	992.00	0.00	46.50%	461.28
		08/29/2008	1,276.00	0.00	46.50%	593.34

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666101	742677375AV	09/29/2008	-992.00	0.00	46.50%	-461.28
			1,330.00	0.00		\$618.45
Total Fiscal Year 2008 Other Direct Costs:			1,613.58	-1.58		\$749.59
Total Fiscal Year 2008:			32,983.44			\$15,337.29

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2009	09	155.75	41.21%	64.18
		14	63.97	41.21%	26.36
		15	47.97	41.21%	19.77
		20	79.97	41.21%	32.96
		21	111.95	41.21%	46.13
		22	271.87	41.21%	112.04
		23	959.50	41.21%	395.41
		24	1,519.21	41.21%	626.07
		25	479.74	41.21%	197.70
		26	1,359.29	41.21%	560.16
		27	685.60	41.21%	282.54
			5,734.82		\$2,363.32
CASANOVA, RAFAEL	2009	04	184.34	41.21%	75.97
		06	184.34	41.21%	75.97
		08	639.38	41.21%	263.49
		10	63.94	41.21%	26.35

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2009	15	31.93	41.21%	13.16
			1,103.93		\$454.94
CHRISTIAN, DORETHA	2009	09	133.84	41.21%	55.16
		10	44.62	41.21%	18.39
			178.46		\$73.55
COMPTON, JOSEPH	2009	01	17.48	41.21%	7.20
		03	104.85	41.21%	43.21
		04	629.10	41.21%	259.25
		05	340.70	41.21%	140.40
		06	366.88	41.21%	151.19
		08	1,499.44	41.21%	617.92
		09	703.80	41.21%	290.04
		10	485.26	41.21%	199.98
		11	447.93	41.21%	184.59
		13	454.24	41.21%	187.19
		14	1,157.18	41.21%	476.87
		15	74.69	41.21%	30.78
		16	298.63	41.21%	123.07
		17	1,567.78	41.21%	646.08
		18	559.93	41.21%	230.75
		19	671.91	41.21%	276.89
		20	1,007.86	41.21%	415.34
		21	1,194.51	41.21%	492.26
		22	895.86	41.21%	369.18
		23	783.89	41.21%	323.04
		24	1,418.45	41.21%	584.54
		25	671.92	41.21%	276.90
		26	1,679.76	41.21%	692.23

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2009	27	337.92	41.21%	139.26
			17,369.97		\$7,158.16
HIGGINS-COLTRAIN, KATRINA	2009	22	678.55	41.21%	279.63
		23	1,538.02	41.21%	633.82
		24	467.43	41.21%	192.63
		25	45.24	41.21%	18.64
		26	392.05	41.21%	161.56
		27	497.59	41.21%	205.06
			3,618.88		\$1,491.34
JOHNSON, DAWN	2009	15	65.52	41.21%	27.00
		20	65.52	41.21%	27.00
		22	131.02	41.21%	53.99
		23	65.52	41.21%	27.00
		24	131.02	41.21%	53.99
		26	294.82	41.21%	121.50
			753.42		\$310.48
MCCLURG, RENA	2009	26	304.08	41.21%	125.31
		27	212.86	41.21%	87.72
			516.94		\$213.03
MCKINNEY, JASON	2009	19	48.48	41.21%	19.98
			48.48		\$19.98
MILBURN, ANNA	2009	21	644.41	41.21%	265.56
		22	386.65	41.21%	159.34
		23	322.21	41.21%	132.78

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MILBURN, ANNA	2009	25	515.54	41.21%	212.45
		26	193.31	41.21%	79.66
			<u>2,062.12</u>		<u>\$849.79</u>
NEGRI, BEVERLY	2009	11	92.75	41.21%	38.22
			<u>92.75</u>		<u>\$38.22</u>
PEYCKE, MARK	2009	16	67.83	41.21%	27.95
			<u>67.83</u>		<u>\$27.95</u>
SHEWMAKE, KENNETH	2009	23	56.53	41.21%	23.30
			<u>56.53</u>		<u>\$23.30</u>
STENGER, WREN	2009	20	65.14	41.21%	26.84
		24	173.65	41.21%	71.56
		25	86.83	41.21%	35.78
			<u>325.62</u>		<u>\$134.18</u>
TWINE, DYIANN	2009	08	369.29	41.21%	152.18
		11	115.40	41.21%	47.56
		14	165.85	41.21%	68.35
		17	82.92	41.21%	34.17
		20	71.08	41.21%	29.29
		21	142.16	41.21%	58.58
		24	201.39	41.21%	82.99

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
TWINE, DYIANN	2009	25	47.39	41.21%	19.53
			1,195.48		\$492.65
Total Fiscal Year 2009 Payroll Direct Costs:			33,125.23		\$13,650.89

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPR60801	8-10267-11	04/06/2009	18.58	0.00	41.21%	7.66
			18.58	0.00		\$7.66
V96666101	742677375AV	10/28/2008	54.00	0.00	41.21%	22.25
		12/03/2008	51.00	0.00	41.21%	21.02
			105.00	0.00		\$43.27
Total Fiscal Year 2009 Other Direct Costs:			123.58	0.00		\$50.93
Total Fiscal Year 2009:			33,248.81			\$13,701.82

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2010	01	1,553.50	36.66%	569.51
		02	1,423.24	36.66%	521.76
		03	367.80	36.66%	134.84
		04	287.85	36.66%	105.53
		06	15.50	36.66%	5.68

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2010	07	111.95	36.66%	41.04
		08	81.97	36.66%	30.05
		09	327.86	36.66%	120.19
		10	458.99	36.66%	168.27
			<u>4,628.66</u>		<u>\$1,696.87</u>
CAPUYAN, STEPHEN	2010	22	132.76	36.66%	48.67
		26	331.91	36.66%	121.68
			<u>464.67</u>		<u>\$170.35</u>
CASANOVA, RAFAEL	2010	01	196.84	36.66%	72.16
		08	738.24	36.66%	270.64
		09	2,281.82	36.66%	836.52
		10	33.56	36.66%	12.30
		14	169.76	36.66%	62.23
		17	67.12	36.66%	24.61
			<u>3,487.34</u>		<u>\$1,278.46</u>
CHIA, SING	2010	02	87.98	36.66%	32.25
		03	70.38	36.66%	25.80
			<u>158.36</u>		<u>\$58.05</u>
CHRISTIAN, DORETHA	2010	02	118.96	36.66%	43.61
		04	44.60	36.66%	16.35
		05	29.74	36.66%	10.90
		06	178.46	36.66%	65.42
			<u>371.76</u>		<u>\$136.28</u>
COMPTON, JOSEPH	2010	01	744.46	36.66%	272.92

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2010	02	1,530.47	36.66%	561.07
		03	933.21	36.66%	342.11
		04	1,119.84	36.66%	410.53
		05	677.29	36.66%	248.29
		06	213.70	36.66%	78.34
		07	149.31	36.66%	54.74
		09	534.91	36.66%	196.10
		10	343.85	36.66%	126.06
		11	191.03	36.66%	70.03
		15	229.23	36.66%	84.04
		22	114.62	36.66%	42.02
		24	38.21	36.66%	14.01
		25	152.83	36.66%	56.03
		26	38.21	36.66%	14.01
			<u>7,011.17</u>		<u>\$2,570.30</u>
FAULTRY, CHARLES	2010	02	88.93	36.66%	32.60
			<u>88.93</u>		<u>\$32.60</u>
GANNON, NICHOLAS	2010	27	514.25	36.66%	188.52
			<u>514.25</u>		<u>\$188.52</u>
HIGGINS-COLTRAIN, KATRINA	2010	01	431.49	36.66%	158.18
		02	573.01	36.66%	210.07
		03	1,025.35	36.66%	375.89
		04	1,143.09	36.66%	419.06
		05	376.98	36.66%	138.20
		06	180.95	36.66%	66.34
		07	135.72	36.66%	49.75
		08	2,456.66	36.66%	900.61
		09	1,470.87	36.66%	539.22

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	2010	10	1,345.68	36.66%	493.33
		11	1,142.26	36.66%	418.75
		12	344.23	36.66%	126.19
		13	391.19	36.66%	143.41
		14	1,063.17	36.66%	389.76
		15	2,018.50	36.66%	739.98
		16	93.88	36.66%	34.42
		17	938.86	36.66%	344.19
		18	798.01	36.66%	292.55
		19	657.19	36.66%	240.93
		20	140.83	36.66%	51.63
		21	1,204.84	36.66%	441.69
		22	391.18	36.66%	143.41
		23	1,251.81	36.66%	458.91
		24	619.08	36.66%	226.95
		25	500.73	36.66%	183.57
		26	326.06	36.66%	119.53
		27	453.77	36.66%	166.35
			<u>21,475.39</u>		<u>\$7,872.87</u>
JOHNSON, DAWN	2010	01	393.09	36.66%	144.11
		02	147.41	36.66%	54.04
		03	163.79	36.66%	60.05
		04	278.43	36.66%	102.07
			<u>982.72</u>		<u>\$360.27</u>
MCCLURG, RENA	2010	05	182.46	36.66%	66.89
		09	248.79	36.66%	91.21
		10	62.20	36.66%	22.80
			<u>493.45</u>		<u>\$180.90</u>

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCKINNEY, JASON	2010	12	158.85	36.66%	58.23
		24	70.22	36.66%	25.74
		25	1,053.20	36.66%	386.10
		26	1,404.31	36.66%	514.82
		27	444.69	36.66%	163.02
			<u>3,131.27</u>		<u>\$1,147.91</u>
MILBURN, ANNA	2010	03	837.74	36.66%	307.12
		04	193.31	36.66%	70.87
		05	386.65	36.66%	141.75
		08	3,321.16	36.66%	1,217.54
		09	903.56	36.66%	331.25
		11	1,161.73	36.66%	425.89
		12	193.62	36.66%	70.98
			193.63	36.66%	70.98
		14	986.76	36.66%	361.75
		15	1,032.65	36.66%	378.57
			709.94	36.66%	260.26
		19	580.87	36.66%	212.95
		20	580.86	36.66%	212.94
			<u>11,082.48</u>		<u>\$4,062.85</u>
NEGRI, BEVERLY	2010	03	265.35	36.66%	97.28
		04	176.90	36.66%	64.85
		25	253.77	36.66%	93.03
		26	92.35	36.66%	33.86
		27	276.33	36.66%	101.30
			<u>1,064.70</u>		<u>\$390.32</u>
PEREZ, MYRA	2010	26	299.81	36.66%	109.91

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PEREZ, MYRA	2010	27	539.66	36.66%	197.84
			839.47		\$307.75
PEYCKE, MARK	2010	02	86.13	36.66%	31.58
			86.13		\$31.58
RAUSCHER, JON	2010	15	130.80	36.66%	47.95
		21	37.43	36.66%	13.72
		23	74.07	36.66%	27.15
		25	18.42	36.66%	6.75
			260.72		\$95.57
SANCHEZ, CARLOS	2010	01	755.08	36.66%	276.81
		02	274.57	36.66%	100.66
			1,029.65		\$377.47
SHEWMAKE, KENNETH	2010	03	553.98	36.66%	203.09
		04	1,560.13	36.66%	571.94
		05	237.41	36.66%	87.03
		08	1,426.53	36.66%	522.97
		09	1,867.27	36.66%	684.54
		10	119.53	36.66%	43.82
		11	1,062.54	36.66%	389.53
		12	690.66	36.66%	253.20
		13	53.12	36.66%	19.47
		14	434.96	36.66%	159.46
		15	2,417.27	36.66%	886.17
		16	491.41	36.66%	180.15
		19	1,301.61	36.66%	477.17
		20	531.28	36.66%	194.77

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SHEWMAKE, KENNETH	2010	25	26.56	36.66%	9.74
		27	26.56	36.66%	9.74
			12,800.82		\$4,692.79
STENGER, WREN	2010	01	331.14	36.66%	121.40
		02	496.15	36.66%	181.89
		04	165.37	36.66%	60.62
			992.66		\$363.91
TWINE, DYIANN	2010	03	94.78	36.66%	34.75
			94.78		\$34.75
Total Fiscal Year 2010 Payroll Direct Costs:			71,059.38		\$26,050.37

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	0Q0PV7	12/02/2009	642.51	36.66%	235.54
	0Q8YTI	03/03/2010	713.90	36.66%	261.71
			1,356.41		\$497.25
MILBURN, ANNA	0Q9QK6	03/01/2010	743.90	36.66%	272.71
			743.90		\$272.71
SHEWMAKE, KENNETH	0Q1RWZ	12/04/2009	558.05	36.66%	204.58

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SHEWMAKE, KENNETH	0Q9XE3	03/01/2010	795.00	36.66%	291.45
			1,353.05		\$496.03
Total Fiscal Year 2010 Travel Direct Costs:			3,453.36		\$1,265.99

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPR60801	8-10267-17	10/05/2009	474.65	0.00	36.66%	174.01
	8-10267-18	11/03/2009	36.23	0.00	36.66%	13.28
	8-10267-19	12/03/2009	185.78	0.00	36.66%	68.11
	8-10267-21	02/04/2010	115.92	0.00	36.66%	42.50
	8-10267-22	03/05/2010	14.49	0.00	36.66%	5.31
	770626	04/21/2010	48.89	0.00	36.66%	17.92
	811373SP	06/18/2010	29.60	0.00	36.66%	10.85
	905595	07/02/2010	73.60	0.00	36.66%	26.98
	945633	08/05/2010	22.20	0.00	36.66%	8.14
			1,001.36	0.00		\$367.10
EPW05013	15-07	11/10/2009	4,940.86	1,349.73	36.66%	2,306.13
	16-07	12/14/2009	8,190.24	1,789.91	36.66%	3,658.72
	17-07	01/12/2010	34.49	7.54	36.66%	15.41
			13,165.59	3,147.18		\$5,980.26
EPW06021	A041	12/15/2009	528.58	0.00	36.66%	193.78
	A042	01/13/2010	616.86	0.00	36.66%	226.14
	A043	02/12/2010	493.21	0.00	36.66%	180.81
	A044	03/17/2010	2,302.55	0.00	36.66%	844.11

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW06021	A045	04/14/2010	22.69	0.00	36.66%	8.32
			3,963.89	0.00		\$1,453.16
EPW10011	2	09/10/2010	266.49	446.37	36.66%	261.33
			266.49	446.37		\$261.33
V96666101	742677375AV	11/25/2009	217.00	0.00	36.66%	79.55
		12/28/2009	1,613.00	0.00	36.66%	591.33
		01/28/2010	846.00	0.00	36.66%	310.14
		02/25/2010	2,873.00	0.00	36.66%	1,053.24
		03/29/2010	2,191.00	0.00	36.66%	803.22
		04/28/2010	63.00	0.00	36.66%	23.10
			16.00	0.00	36.66%	5.87
			676.00	0.00	36.66%	247.82
		06/24/2010	570.00	0.00	36.66%	208.96
		08/04/2010	995.00	0.00	36.66%	364.77
			10,060.00	0.00		\$3,688.00
Total Fiscal Year 2010 Other Direct Costs:			28,457.33	3,593.55		\$11,749.85
Total Fiscal Year 2010:			106,563.62			\$39,066.21

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2011	12	1,204.74	45.02%	542.37
			1,204.74		\$542.37

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CAPUYAN, STEPHEN	2011	09	38.24	45.02%	17.22
		14	28.67	45.02%	12.91
			<u>66.91</u>		<u>\$30.13</u>
CASANOVA, RAFAEL	2011	04	134.75	45.02%	60.66
		12	735.75	45.02%	331.23
		22	202.60	45.02%	91.21
			<u>135.06</u>	<u>45.02%</u>	<u>60.80</u>
			1,208.16		\$543.90
CHRISTIAN, DORETHA	2011	04	361.87	45.02%	162.91
		05	31.47	45.02%	14.17
		08	70.96	45.02%	31.95
		09	189.87	45.02%	85.48
		12	<u>47.47</u>	<u>45.02%</u>	<u>21.37</u>
			701.64		\$315.88
COMPTON, JOSEPH	2011	06	256.22	45.02%	115.35
		07	38.36	45.02%	17.27
		08	462.33	45.02%	208.14
		09	250.42	45.02%	112.74
		11	346.73	45.02%	156.10
		20	231.15	45.02%	104.06
		24	192.59	45.02%	86.70
		25	115.57	45.02%	52.03
		26	<u>115.58</u>	<u>45.02%</u>	<u>52.03</u>
			2,008.95		\$904.42

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CONTRERAS, ROBERT	2011	09	25.84	45.02%	11.63
			25.84		\$11.63
ELFEKY, MAHMOUD	2011	03	800.25	45.02%	360.27
		04	685.94	45.02%	308.81
		05	228.65	45.02%	102.94
		06	914.59	45.02%	411.75
		07	228.65	45.02%	102.94
		08	1,071.95	45.02%	482.59
		09	920.18	45.02%	414.27
		10	2,645.49	45.02%	1,191.00
			7,495.70		\$3,374.57
GANNON, NICHOLAS	2011	01	257.12	45.02%	115.76
		03	129.06	45.02%	58.10
		07	129.06	45.02%	58.10
		11	325.11	45.02%	146.36
			840.35		\$378.32
GILMORE, CATHY	2011	11	40.87	45.02%	18.40
			40.87		\$18.40
HERNANDEZ, JESSICA	2011	12	542.94	45.02%	244.43
		13	496.94	45.02%	223.72
		14	101.22	45.02%	45.57
		15	27.60	45.02%	12.43
			1,168.70		\$526.15
HIGGINS-COLTRAIN, KATRINA	2011	01	578.95	45.02%	260.64

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	2011	02	1,476.71	45.02%	664.81
		05	534.12	45.02%	240.46
		07	282.77	45.02%	127.30
		09	378.23	45.02%	170.28
		10	126.08	45.02%	56.76
		11	31.52	45.02%	14.19
		12	898.27	45.02%	404.40
			126.07	45.02%	56.76
		21	1,308.42	45.02%	589.05
		22	1,292.25	45.02%	581.77
		23	709.17	45.02%	319.27
		24	371.57	45.02%	167.28
		25	378.22	45.02%	170.27
		26	520.05	45.02%	234.13
		27	677.63	45.02%	305.07
			<u>9,690.03</u>		<u>\$4,362.44</u>
HUENI, CAMILLE	2011	12	518.61	45.02%	233.48
			<u>518.61</u>		<u>\$233.48</u>
JOHNSON, DAWN	2011	06	51.97	45.02%	23.40
		14	34.84	45.02%	15.68
			<u>86.81</u>		<u>\$39.08</u>
MCCLURG, RENA	2011	02	62.20	45.02%	28.00
		04	497.57	45.02%	224.01
		05	186.60	45.02%	84.01
		11	249.42	45.02%	112.29
		12	124.71	45.02%	56.14
		13	124.71	45.02%	56.14
		14	311.77	45.02%	140.36

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCCLURG, RENA	2011	26	187.06	45.02%	84.21
			1,744.04		\$785.16
MCKINNEY, JASON	2011	01	350.56	45.02%	157.82
		02	1,844.13	45.02%	830.23
		03	117.46	45.02%	52.88
		08	47.50	45.02%	21.38
		11	166.20	45.02%	74.82
		14	142.45	45.02%	64.13
		16	23.74	45.02%	10.69
		26	73.36	45.02%	33.03
		27	158.96	45.02%	71.56
			2,924.36		\$1,316.54
MILBURN, ANNA	2011	02	1,004.22	45.02%	452.10
		09	133.50	45.02%	60.10
		11	400.52	45.02%	180.31
		17	1,335.05	45.02%	601.04
		19	66.74	45.02%	30.05
			467.28	45.02%	210.37
		20	534.03	45.02%	240.42
		21	743.03	45.02%	334.51
		22	1,201.55	45.02%	540.94
		23	200.25	45.02%	90.15
		25	133.50	45.02%	60.10
		26	734.27	45.02%	330.57
			6,953.94		\$3,130.66
NEGRI, BEVERLY	2011	01	277.52	45.02%	124.94

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NEGRI, BEVERLY	2011	02	463.50	45.02%	208.67
			741.02		\$333.61
PEREZ, MYRA	2011	01	599.61	45.02%	269.94
		02	421.42	45.02%	189.72
		03	1,264.25	45.02%	569.17
		04	939.48	45.02%	422.95
		05	782.65	45.02%	352.35
		06	1,264.26	45.02%	569.17
		07	709.65	45.02%	319.48
		08	843.96	45.02%	379.95
		09	122.45	45.02%	55.13
			6,947.73		\$3,127.86
RAUSCHER, JON	2011	07	18.76	45.02%	8.45
		08	37.52	45.02%	16.89
		13	37.52	45.02%	16.89
		14	18.76	45.02%	8.45
		25	18.76	45.02%	8.45
			131.32		\$59.13
SANCHEZ, CARLOS	2011	11	140.40	45.02%	63.21
			140.40		\$63.21
SHEWMAKE, KENNETH	2011	02	880.02	45.02%	396.19
		05	93.34	45.02%	42.02
		06	26.66	45.02%	12.00
		07	39.99	45.02%	18.00
		08	80.48	45.02%	36.23
		09	174.37	45.02%	78.50

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SHEWMAKE, KENNETH	2011	11	83.06	45.02%	37.39
		12	110.74	45.02%	49.86
		16	83.06	45.02%	37.39
		17	830.53	45.02%	373.90
		19	1,979.47	45.02%	891.16
		20	304.54	45.02%	137.10
		21	912.70	45.02%	410.90
		22	1,204.28	45.02%	542.17
		23	13.85	45.02%	6.24
		25	484.49	45.02%	218.12
		26	692.15	45.02%	311.61
			7,993.73		\$3,598.78
TWINE, DYIANN	2011	12	317.37	45.02%	142.88
			317.37		\$142.88
WILLIAMS, DONALD	2011	02	36.99	45.02%	16.65
			36.99		\$16.65
Total Fiscal Year 2011 Payroll Direct Costs:			52,988.21		\$23,855.25

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	0R0M1F	11/02/2010	695.38	45.02%	313.06
	0RK3D3	05/25/2011	686.14	45.02%	308.89
			<u>1,381.52</u>		<u>\$621.95</u>

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCKINNEY, JASON	0R2LY8	11/01/2010	1,164.53	45.02%	524.28
			<u>1,164.53</u>		<u>\$524.28</u>
MILBURN, ANNA	0R1R1H	11/04/2010	758.66	45.02%	341.56
	0RL2NQ	05/25/2011	647.05	45.02%	291.30
			<u>1,405.71</u>		<u>\$632.86</u>
SHEWMAKE, KENNETH	0R0SPX	11/01/2010	609.75	45.02%	274.51
	0RKDNB	05/26/2011	597.43	45.02%	268.96
			<u>1,207.18</u>		<u>\$543.47</u>
Total Fiscal Year 2011 Travel Direct Costs:			<u><u>5,158.94</u></u>		<u><u>\$2,322.56</u></u>

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W6-0036	110A	11/26/2010	0.16	0.01	45.02%	0.08
			<u>0.16</u>	<u>0.01</u>		<u>\$0.08</u>
EPW05031	120931	12/27/2010	2,130.74	2,009.64	45.02%	1,864.00
	120932	12/27/2010	2,428.74	2,290.70	45.02%	2,124.69
	120930	12/27/2010	3,686.44	3,476.92	45.02%	3,224.94
	125671	08/24/2011	19.08	18.00	45.02%	16.69
			<u>8,265.00</u>	<u>7,795.26</u>		<u>\$7,230.32</u>
EPW05032	2011044	02/24/2011	2,460.00	2,320.19	45.02%	2,152.04
	2011045	02/24/2011	3,502.50	3,303.44	45.02%	3,064.03
	2011043	02/24/2011	2,916.00	2,750.27	45.02%	2,550.95

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW05032	2011041	02/24/2011	1,444.50	1,362.40	45.02%	1,263.67
	2011042	02/24/2011	1,090.50	1,028.52	45.02%	953.98
			11,413.50	10,764.82		\$9,984.67
EPW05036	AR2010144	12/17/2010	6,185.55	5,833.99	45.02%	5,411.20
	AR2010145	12/17/2010	2,535.52	2,391.41	45.02%	2,218.10
	AR2010307	01/21/2011	4,952.50	4,671.02	45.02%	4,332.51
	AR2010308	01/21/2011	2,338.50	2,205.59	45.02%	2,045.75
	AR2010386	01/25/2011	990.00	933.73	45.02%	866.06
	AR2010402	01/25/2011	4,238.60	3,997.70	45.02%	3,707.98
	AR2010415	02/01/2011	1,080.00	1,018.62	45.02%	944.80
			22,320.67	21,052.06		\$19,526.40
EPW06004	B64266	02/14/2011	47,117.00	0.00	45.02%	21,212.07
	B64941	03/17/2011	10,853.94	0.00	45.02%	4,886.44
	B65588	04/12/2011	3,442.40	0.00	45.02%	1,549.77
	B66234	05/11/2011	6,945.28	0.00	45.02%	3,126.77
	B66918	06/14/2011	3,618.91	0.00	45.02%	1,629.23
	B67549	07/13/2011	8,022.47	0.00	45.02%	3,611.72
			80,000.00	0.00		\$36,016.00
EPW06021	A052	11/17/2010	302.48	0.00	45.02%	136.18
	A053	12/14/2010	4,658.67	0.00	45.02%	2,097.33
			1,546.85	0.00	45.02%	696.39
	A054	01/14/2011	4,092.11	0.00	45.02%	1,842.27
	A055	02/16/2011	3,739.58	0.00	45.02%	1,683.56
			14,339.69	0.00		\$6,455.73
EPW06030	5-283916	12/08/2010	270.13	52.08	45.02%	145.06
	5-283915	12/08/2010	720.68	206.90	45.02%	417.60

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW06030	6-285283	01/12/2011	15,341.73	2,958.05	45.02%	8,238.56
	6-285286	01/12/2011	492.77	95.01	45.02%	264.62
	7-285798	02/02/2011	1,107.73	213.58	45.02%	594.85
	7-285797	02/02/2011	20,267.49	3,907.80	45.02%	10,883.72
	8-287274	03/04/2011	15,663.29	3,020.05	45.02%	8,411.24
	8-287276	03/04/2011	1,097.15	211.54	45.02%	589.17
	9-288360	03/31/2011	11,433.51	2,204.51	45.02%	6,139.84
	10-289423	05/04/2011	441.76	85.18	45.02%	237.23
	10-289420	05/04/2011	349.58	67.40	45.02%	187.72
	11-290705	06/01/2011	524.37	101.10	45.02%	281.59
	11-290704	06/01/2011	356.70	68.78	45.02%	191.55
			-356.70	-68.78	45.02%	-191.55
			356.70	68.78	45.02%	191.55
	12-291884	07/05/2011	476.70	91.91	45.02%	255.99
	2-294136	09/06/2011	312.45	60.24	45.02%	167.79
	3-295058	09/28/2011	49.56	7.14	45.02%	25.53
			68,905.60	13,351.27		\$37,032.06
EPW06046	4791.1-0028	11/05/2010	11.40	9.05	45.02%	9.21
	4791.1-0029	12/03/2010	1,043.69	984.37	45.02%	913.03
	4791.1-0030	12/30/2010	1,694.66	1,598.34	45.02%	1,482.51
	4791.1-0031	02/07/2011	2,305.70	2,174.66	45.02%	2,017.06
	4791.1-0032	03/03/2011	2,270.24	2,141.21	45.02%	1,986.03
	4791.1-0033	04/05/2011	97.16	91.64	45.02%	85.00
	4791.1-0034	05/06/2011	1.03	0.97	45.02%	0.90
	911RAFY1136	06/21/2011	305.61	288.24	45.02%	267.35
			7,729.49	7,288.48		\$6,761.09
EPW09035	AR2010111	12/15/2010	980.10	924.40	45.02%	857.41
	AR2010120	12/15/2010	1,430.55	1,349.24	45.02%	1,251.46
	AR2010158	12/21/2010	924.00	871.48	45.02%	808.33

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW09035	AR2010194	12/28/2010	228.80	215.80	45.02%	200.16
			3,563.45	3,360.92		\$3,117.36
EPW09038	304194	01/20/2011	612.50	577.69	45.02%	535.82
	304193	01/20/2011	1,339.30	1,263.18	45.02%	1,171.64
	304234A	01/26/2011	316.70	298.70	45.02%	277.05
	304234B	01/26/2011	21.60	20.37	45.02%	18.89
	304388	02/15/2011	606.00	571.56	45.02%	530.14
	304389	02/15/2011	434.00	409.33	45.02%	379.67
	304482	02/22/2011	202.00	190.52	45.02%	176.71
	304483	02/22/2011	248.00	233.90	45.02%	216.95
	304545	02/23/2011	364.50	343.78	45.02%	318.87
	304544	02/23/2011	260.00	245.22	45.02%	227.45
	304546	02/23/2011	583.20	550.05	45.02%	510.19
			4,987.80	4,704.30		\$4,363.38
EPW10011	3	10/13/2010	484.08	810.84	45.02%	582.97
			14.08	23.58	45.02%	16.95
	4	11/09/2010	1,270.28	2,127.73	45.02%	1,529.78
	5	12/09/2010	467.73	415.18	45.02%	397.49
	6	01/11/2011	209.73	186.17	45.02%	178.23
	7	02/08/2011	670.65	595.30	45.02%	569.93
	8	03/10/2011	862.97	766.01	45.02%	733.37
	9	04/08/2011	406.81	361.10	45.02%	345.71
	10	05/11/2011	676.20	600.22	45.02%	574.64
	11	06/01/2011	116.52	103.43	45.02%	99.02
	12	06/08/2011	143.43	127.31	45.02%	121.89
	13	07/08/2011	94.97	84.30	45.02%	80.71
	14	08/09/2011	127.05	112.77	45.02%	107.97
			5,544.50	6,313.94		\$5,338.66

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666101	742677375AV	10/26/2010	280.00	0.00	45.02%	126.06
		11/19/2010	2,868.00	0.00	45.02%	1,291.17
		12/29/2010	1,450.00	0.00	45.02%	652.79
		01/24/2011	429.00	0.00	45.02%	193.14
		05/02/2011	469.00	0.00	45.02%	211.14
		09/27/2011	6,772.00	0.00	45.02%	3,048.75
			12,268.00	0.00		\$5,523.05

Total Fiscal Year 2011 Other Direct Costs:	239,337.86	74,631.06	\$141,348.80
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Total Fiscal Year 2011:	372,116.07	\$167,526.61
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAPUYAN, STEPHEN	2012	26	176.14	42.28%	74.47
			176.14		\$74.47
CASANOVA, RAFAEL	2012	08	135.41	42.28%	57.25
			0.00	42.28%	0.00
		09	67.70	42.28%	28.62
			0.00	42.28%	0.00
		10	1,963.26	42.28%	830.07
			0.00	42.28%	0.00
		11	203.10	42.28%	85.87
		17	135.39	42.28%	57.24
		19	203.11	42.28%	85.87
		21	1,539.83	42.28%	651.04
		23	1,387.84	42.28%	586.78

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2012	26	138.84	42.28%	58.70
			5,774.48		\$2,441.44
CHRISTIAN, DORETHA	2012	20	358.68	42.28%	151.65
		21	248.48	42.28%	105.06
		24	211.94	42.28%	89.61
		26	374.98	42.28%	158.54
		27	179.34	42.28%	75.82
			1,373.42		\$580.68
COMPTON, JOSEPH	2012	02	192.91	42.28%	81.56
		03	231.50	42.28%	97.88
		11	79.26	42.28%	33.51
		12	435.92	42.28%	184.31
		13	792.56	42.28%	335.09
		14	792.58	42.28%	335.10
		15	1,347.37	42.28%	569.67
		16	435.92	42.28%	184.31
		17	1,149.21	42.28%	485.89
		18	1,188.85	42.28%	502.65
		19	1,545.51	42.28%	653.44
		20	871.81	42.28%	368.60
		21	713.31	42.28%	301.59
		22	475.55	42.28%	201.06
		23	594.43	42.28%	251.33
		24	673.67	42.28%	284.83
		25	634.06	42.28%	268.08
		26	554.80	42.28%	234.57
		27	198.90	42.28%	84.09
			12,908.12		\$5,457.56

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	2012	01	252.15	42.28%	106.61
		02	2,004.58	42.28%	847.54
		03	473.52	42.28%	200.20
		04	710.28	42.28%	300.31
		05	315.69	42.28%	133.47
		06	47.35	42.28%	20.02
		08	47.53	42.28%	20.10
		09	158.44	42.28%	66.99
		21	16.13	42.28%	6.82
		24	31.83	42.28%	13.46
			<u>4,057.50</u>		<u>\$1,715.52</u>
MCCLURG, RENA	2012	18	128.11	42.28%	54.16
		19	64.06	42.28%	27.08
			<u>192.17</u>		<u>\$81.24</u>
MCKINNEY, JASON	2012	02	269.42	42.28%	113.91
		04	587.83	42.28%	248.53
		05	24.48	42.28%	10.35
		06	73.47	42.28%	31.06
		07	122.45	42.28%	51.77
		08	74.25	42.28%	31.39
		09	24.73	42.28%	10.46
		10	61.88	42.28%	26.16
		11	24.75	42.28%	10.46
		13	24.74	42.28%	10.46
		17	37.11	42.28%	15.69
		18	24.75	42.28%	10.46
		19	74.24	42.28%	31.39
		21	61.87	42.28%	26.16
		22	12.37	42.28%	5.23

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCKINNEY, JASON	2012	24	37.11	42.28%	15.69
			1,535.45		\$649.17
MILBURN, ANNA	2012	01	266.99	42.28%	112.88
		02	2,072.49	42.28%	876.25
		03	467.99	42.28%	197.87
		04	267.41	42.28%	113.06
		10	134.18	42.28%	56.73
		11	402.58	42.28%	170.21
		13	436.12	42.28%	184.39
		19	67.10	42.28%	28.37
		27	33.55	42.28%	14.18
			4,148.41		\$1,753.94
RAGON, CAROLYN	2012	26	68.37	42.28%	28.91
			68.37		\$28.91
SANCHEZ, CARLOS	2012	09	67.73	42.28%	28.64
			67.73		\$28.64
SHEWMAKE, KENNETH	2012	02	1,594.35	42.28%	674.09
		11	42.98	42.28%	18.17
		19	57.30	42.28%	24.23
		27	28.64	42.28%	12.11
			1,723.27		\$728.60
Total Fiscal Year 2012 Payroll Direct Costs:			32,025.06		\$13,540.17

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	0S9OVY	02/09/2012	1,069.37	42.28%	452.14
	0SSPJF	08/24/2012	82.05	42.28%	34.70
		08/27/2012	643.08	42.28%	271.89
			<u>1,794.50</u>		<u>\$758.73</u>
Total Fiscal Year 2012 Travel Direct Costs:			<u>1,794.50</u>		<u>\$758.73</u>

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW06021	A066	01/18/2012	617.92	0.00	42.28%	261.26
	A067	02/16/2012	811.48	0.00	42.28%	343.09
	A068	03/15/2012	22.20	0.00	42.28%	9.39
			<u>1,451.60</u>	<u>0.00</u>		<u>\$613.74</u>
EPW06030	4-296141	11/08/2011	66.10	9.53	42.28%	31.98
	8-300348	03/05/2012	33.05	4.76	42.28%	15.99
			<u>99.15</u>	<u>14.29</u>		<u>\$47.97</u>
EPW06046	RAFY11-0043	04/27/2012	87.01	113.61	42.28%	84.82
			<u>87.01</u>	<u>113.61</u>		<u>\$84.82</u>
EPW10011	17	12/02/2011	24.80	21.25	42.28%	19.47
	18	12/23/2011	10.29	8.82	42.28%	8.08
	0010303	12/29/2011	76.40	65.46	42.28%	59.98
	21	03/09/2012	17.15	14.69	42.28%	13.46
	22	04/17/2012	154.59	132.46	42.28%	121.36
	23	05/15/2012	723.23	619.68	42.28%	567.78

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	24	06/01/2012	13.72	11.76	42.28%	10.77
	25R	06/20/2012	45.92	39.35	42.28%	36.05
	26	07/13/2012	232.59	199.29	42.28%	182.60
	27	08/13/2012	14.13	12.11	42.28%	11.09
			1,312.82	1,124.87		\$1,030.64
V96666102	742677375A	11/03/2011	826.00	0.00	42.28%	349.23
		11/22/2011	882.00	0.00	42.28%	372.91
		12/30/2011	569.00	0.00	42.28%	240.57
		05/18/2012	1,917.00	0.00	42.28%	810.51
		05/25/2012	417.00	0.00	42.28%	176.31
		09/06/2012	913.00	0.00	42.28%	386.02
			5,524.00	0.00		\$2,335.55
Total Fiscal Year 2012 Other Direct Costs:			8,474.58	1,252.77		\$4,112.72
Total Fiscal Year 2012:			43,546.91			\$18,411.62

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAPUYAN, STEPHEN	2013	02	187.89	61.55%	115.65
			187.89		\$115.65
CASANOVA, RAFAEL	2013	04	69.42	61.55%	42.73
		12	1,188.22	61.55%	731.35
		13	138.96	61.55%	85.53
		14	208.43	61.55%	128.29
		15	277.89	61.55%	171.04

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2013	16	68.16	61.55%	41.95
		17	477.10	61.55%	293.66
		19	204.47	61.55%	125.85
		20	204.96	61.55%	126.15
		22	69.47	61.55%	42.76
		23	555.82	61.55%	342.11
			<u>3,462.90</u>		<u>\$2,131.42</u>
CHRISTIAN, DORETHA	2013	01	163.03	61.55%	100.34
		02	32.62	61.55%	20.08
		06	130.44	61.55%	80.29
		10	49.00	61.55%	30.16
		11	326.73	61.55%	201.10
		12	114.36	61.55%	70.39
		17	304.77	61.55%	187.59
			<u>1,120.95</u>		<u>\$689.95</u>
COMPTON, JOSEPH	2013	01	316.09	61.55%	194.55
		02	277.40	61.55%	170.74
		03	79.26	61.55%	48.78
		04	39.33	61.55%	24.21
		05	151.35	61.55%	93.16
		06	302.68	61.55%	186.30
		07	198.14	61.55%	121.96
		11	635.01	61.55%	390.85
		12	158.76	61.55%	97.72
		13	79.37	61.55%	48.85
		15	138.91	61.55%	85.50
		17	273.46	61.55%	168.31
		18	77.98	61.55%	48.00
		19	156.58	61.55%	96.37
		20	508.88	61.55%	313.22

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2013	21	350.90	61.55%	215.98
		22	317.51	61.55%	195.43
		23	238.12	61.55%	146.56
		24	99.22	61.55%	61.07
		25	39.69	61.55%	24.43
		26	317.50	61.55%	195.42
			4,756.14		\$2,927.41
FOUNTAIN, AUDRA	2013	06	1,075.04	61.55%	661.69
		07	734.19	61.55%	451.89
		08	603.43	61.55%	371.41
		09	236.78	61.55%	145.74
		10	197.33	61.55%	121.46
			2,846.77		\$1,752.19
HIGGINS-COLTRAIN, KATRINA	2013	24	31.75	61.55%	19.54
			31.75		\$19.54
KUDLA-SHADE, COURTNEY	2013	06	61.88	61.55%	38.09
		07	30.97	61.55%	19.06
			92.85		\$57.15
MCCLURG, RENA	2013	06	128.11	61.55%	78.85
		07	64.05	61.55%	39.42
		13	64.12	61.55%	39.47
		18	126.65	61.55%	77.95
			382.93		\$235.69
MCKINNEY, JASON	2013	01	12.73	61.55%	7.84

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
MCKINNEY, JASON	2013	05	25.48	61.55%	15.68
		12	25.54	61.55%	15.72
			63.75		\$39.24
MILBURN, ANNA	2013	03	1,073.53	61.55%	660.76
			536.78	61.55%	330.39
		04	201.29	61.55%	123.89
		05	1,039.98	61.55%	640.11
			2,851.58		\$1,755.15
RAGON, CAROLYN	2013	08	136.94	61.55%	84.29
		09	498.17	61.55%	306.62
		10	309.21	61.55%	190.32
			944.32		\$581.23
RAUSCHER, JON	2013	05	36.75	61.55%	22.62
			36.75		\$22.62
SHEWMAKE, KENNETH	2013	03	1,146.03	61.55%	705.38
		04	701.93	61.55%	432.04
		05	272.18	61.55%	167.53
			2,120.14		\$1,304.95
Total Fiscal Year 2013 Payroll Direct Costs:			18,898.72		\$11,632.19

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	0SRNCB	10/02/2012	43.50	61.55%	26.77
			43.50		\$26.77
Total Fiscal Year 2013 Travel Direct Costs:			43.50		\$26.77

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10011	29	10/05/2012	2,363.61	2,025.20	61.55%	2,701.31
	30	11/07/2012	1,098.68	941.38	61.55%	1,255.66
	32A	01/22/2013	70.64	60.53	61.55%	80.74
	32	02/05/2013	780.43	668.69	61.55%	891.93
	33	02/05/2013	24.09	20.64	61.55%	27.53
		03/12/2013	860.31	737.14	61.55%	983.23
	34	03/13/2013	21.19	18.16	61.55%	24.22
	35	04/10/2013	253.45	217.16	61.55%	289.66
	34	04/10/2013	265.20	227.23	61.55%	303.09
	35	05/09/2013	53.04	45.45	61.55%	60.62
	36	05/09/2013	4,091.99	3,506.12	61.55%	4,676.64
	37	05/22/2013	180.85	154.96	61.55%	206.69
	38	06/05/2013	68.60	58.78	61.55%	78.40
	39	07/11/2013	72.50	62.12	61.55%	82.86
			10,204.58	8,743.56		\$11,662.58
V96666102	742677375A	12/31/2012	1,685.00	0.00	61.55%	1,037.12
		01/31/2013	1,762.00	0.00	61.55%	1,084.51
		02/28/2013	870.00	0.00	61.55%	535.49
		04/30/2013	1,096.00	0.00	61.55%	674.59

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666102	742677375A	09/27/2013	325.00	0.00	61.55%	200.04
			5,738.00	0.00		\$3,531.75
Total Fiscal Year 2013 Other Direct Costs:			15,942.58	8,743.56		\$15,194.33
Total Fiscal Year 2013:			43,628.36			\$26,853.29

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAPUYAN, STEPHEN	2014	14	73.52	64.12%	47.14
		15	183.83	64.12%	117.87
		16	612.72	64.12%	392.88
		18	257.35	64.12%	165.01
			1,127.42		\$722.90
CASANOVA, RAFAEL	2014	10	0.00	64.12%	0.00
		13	0.00	64.12%	0.00
			0.00		\$0.00
COMPTON, JOSEPH	2014	03	198.43	64.12%	127.23
		05	317.50	64.12%	203.58
		06	115.08	64.12%	73.79
		08	39.69	64.12%	25.45
		10	200.63	64.12%	128.64
		11	441.39	64.12%	283.02
		13	120.39	64.12%	77.19
		14	282.51	64.12%	181.15
		15	260.82	64.12%	167.24

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2014	16	682.15	64.12%	437.39
		18	80.25	64.12%	51.46
		19	722.27	64.12%	463.12
		20	40.14	64.12%	25.74
		21	160.51	64.12%	102.92
		22	40.14	64.12%	25.74
		23	561.75	64.12%	360.19
		25	160.51	64.12%	102.92
			<u>4,424.16</u>		<u>\$2,836.77</u>
JOHNSON, DAWN	2014	21	38.56	64.12%	24.72
		27	19.29	64.12%	12.37
			<u>57.85</u>		<u>\$37.09</u>
MCCLURG, RENA	2014	17	0.00	64.12%	0.00
			<u>0.00</u>		<u>\$0.00</u>
MCKINNEY, JASON	2014	23	13.34	64.12%	8.55
			<u>13.34</u>		<u>\$8.55</u>
PEREZ, MYRA	2014	23	367.20	64.12%	235.45
			<u>367.20</u>		<u>\$235.45</u>
RAGON, CAROLYN	2014	16	0.00	64.12%	0.00
			<u>0.00</u>		<u>\$0.00</u>
SHEWMAKE, KENNETH	2014	05	0.00	64.12%	0.00
		06	0.00	64.12%	0.00

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SHEWMAKE, KENNETH	2014	18	107.45	64.12%	68.90
			107.45		\$68.90
Total Fiscal Year 2014 Payroll Direct Costs:			6,097.42		\$3,909.66

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10011	42	10/21/2013	38.79	33.24	64.12%	46.19
	41	11/07/2013	444.83	381.14	64.12%	529.61
	43	11/14/2013	37.09	31.78	64.12%	44.16
	44	12/10/2013	10.91	9.35	64.12%	12.99
	45	01/08/2014	18.19	15.59	64.12%	21.66
		02/07/2014	1,393.32	1,193.83	64.12%	1,658.88
	47	03/13/2014	3.64	3.12	64.12%	4.33
	48	04/08/2014	69.54	59.58	64.12%	82.79
	49	05/15/2014	10.91	9.35	64.12%	12.99
	51	06/04/2014	15.85	13.58	64.12%	18.87
	52	07/10/2014	79.25	67.90	64.12%	94.35
	53	08/18/2014	145.62	124.77	64.12%	173.37
			2,267.94	1,943.23		\$2,700.19
V96666102	742677375A	11/22/2013	19.00	0.00	64.12%	12.18
		11/27/2013	225.00	0.00	64.12%	144.27
		01/10/2014	38.00	0.00	64.12%	24.37
		02/21/2014	36.00	0.00	64.12%	23.08
		03/28/2014	145.00	0.00	64.12%	92.97
		04/30/2014	20.00	0.00	64.12%	12.82
		06/27/2014	440.00	0.00	64.12%	282.13
		08/28/2014	2,251.00	0.00	64.12%	1,443.34

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666102	742677375A	09/22/2014	570.00	0.00	64.12%	365.48
			3,744.00	0.00		\$2,400.64
Total Fiscal Year 2014 Other Direct Costs:			6,011.94	1,943.23		\$5,100.83
Total Fiscal Year 2014:			14,052.59			\$9,010.49

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAPUYAN, STEPHEN	2015	05	78.66	66.30%	52.15
		11	185.54	66.30%	123.01
			264.20		\$175.16
COMPTON, JOSEPH	2015	01	0.00	66.30%	0.00
		02	0.00	66.30%	0.00
		04	0.00	66.30%	0.00
		05	0.00	66.30%	0.00
		06	0.00	66.30%	0.00
		07	141.82	66.30%	94.03
		08	121.57	66.30%	80.60
		09	206.44	66.30%	136.87
		10	209.90	66.30%	139.16
		11	251.89	66.30%	167.00
		12	545.75	66.30%	361.83
		13	125.94	66.30%	83.50
		15	209.90	66.30%	139.16
		16	125.95	66.30%	83.50
		19	83.97	66.30%	55.67
		26	167.93	66.30%	111.34

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2015	27	167.93	66.30%	111.34
			2,358.99		\$1,564.00
CONTRERAS, ROBERT	2015	08	0.00	66.30%	0.00
			0.00		\$0.00
JOHNSON, DAWN	2015	01	0.00	66.30%	0.00
		03	77.87	66.30%	51.63
		09	39.35	66.30%	26.09
		23	19.67	66.30%	13.04
		26	78.68	66.30%	52.16
			215.57		\$142.92
MILBURN, ANNA	2015	12	0.00	66.30%	0.00
			0.00	66.30%	0.00
		13	0.00	66.30%	0.00
			0.00	66.30%	0.00
		14	0.00	66.30%	0.00
		15	0.00	66.30%	0.00
		17	285.03	66.30%	188.97
			285.03		\$188.97
Total Fiscal Year 2015 Payroll Direct Costs:			3,123.79		\$2,071.05

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10011	54	10/06/2014	37.47	32.11	66.30%	46.13

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	55	10/06/2014	150.62	129.05	66.30%	185.42
	56	11/12/2014	65.23	55.89	66.30%	80.30
	57	12/18/2014	75.16	80.50	66.30%	103.20
	58	01/14/2015	87.10	93.29	66.30%	119.60
	59	02/25/2015	117.02	125.33	66.30%	160.68
	60	03/18/2015	45.83	49.09	66.30%	62.93
	59	03/19/2015	112.55	120.54	66.30%	154.54
	60	04/14/2015	16.08	17.22	66.30%	22.08
	61	05/18/2015	1,507.25	1,614.31	66.30%	2,069.59
	62	05/20/2015	265.37	284.22	66.30%	364.38
		06/12/2015	2,270.95	2,432.26	66.30%	3,118.23
	63	07/09/2015	4,376.29	4,687.14	66.30%	6,009.05
	64A	08/13/2015	421.50	451.44	66.30%	578.76
			9,548.42	10,172.39		\$13,074.89
V96666103	742677375A	10/29/2014	20.00	0.00	66.30%	13.26
		12/08/2014	760.00	0.00	66.30%	503.88
		02/25/2015	224.00	0.00	66.30%	148.51
		03/23/2015	870.00	0.00	66.30%	576.81
		05/04/2015	383.00	0.00	66.30%	253.93
			2,257.00	0.00		\$1,496.39
Total Fiscal Year 2015 Other Direct Costs:			11,805.42	10,172.39		\$14,571.28
Total Fiscal Year 2015:			25,101.60			\$16,642.33

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CAPUYAN, STEPHEN	2016	04	0.00	47.09%	0.00
			0.00		\$0.00
COMPTON, JOSEPH	2016	02	42.13	47.09%	19.84
		04	210.69	47.09%	99.21
		05	145.37	47.09%	68.45
		06	140.92	47.09%	66.36
		07	526.73	47.09%	248.04
		08	105.35	47.09%	49.61
		09	321.62	47.09%	151.45
		10	128.65	47.09%	60.58
		11	128.64	47.09%	60.58
		12	257.29	47.09%	121.16
		14	343.06	47.09%	161.55
		15	128.66	47.09%	60.59
		16	557.46	47.09%	262.51
		18	235.84	47.09%	111.06
		19	42.88	47.09%	20.19
		20	257.29	47.09%	121.16
			3,572.58		\$1,682.34
COOK, BRENDA	2016	08	0.00	47.09%	0.00
			0.00		\$0.00
GREENWELL, DEBORAH	2016	12	0.00	47.09%	0.00
		27	17.55	47.09%	8.26
			17.55		\$8.26
JOHNSON, DAWN	2016	07	0.00	47.09%	0.00
		15	82.62	47.09%	38.91

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
JOHNSON, DAWN	2016	17	0.00	47.09%	0.00
			82.62		\$38.91
MCKINNEY, JASON	2016	13	0.00	47.09%	0.00
		20	27.75	47.09%	13.07
			27.75		\$13.07
MILBURN, ANNA	2016	13	0.00	47.09%	0.00
		14	0.00	47.09%	0.00
			0.00	47.09%	0.00
			0.00		\$0.00
SANCHEZ, CARLOS	2016	14	0.00	47.09%	0.00
		15	0.00	47.09%	0.00
		16	0.00	47.09%	0.00
		24	148.07	47.09%	69.73
		25	148.08	47.09%	69.73
			296.15		\$139.46
VILLARREAL, CHRISTOPHER	2016	14	0.00	47.09%	0.00
			0.00		\$0.00
Total Fiscal Year 2016 Payroll Direct Costs:			3,996.65		\$1,882.04

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10011	68	11/13/2015	16.46	17.63	47.09%	16.05

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	69	12/14/2015	8.23	7.05	47.09%	7.20
	71	03/11/2016	18.74	16.06	47.09%	16.39
	74	04/29/2016	103.37	88.57	47.09%	90.38
	75	06/07/2016	63.14	54.10	47.09%	55.21
	76	07/11/2016	21.74	18.63	47.09%	19.01
	79	09/28/2016	21.00	17.99	47.09%	18.36
	78	09/28/2016	18.74	16.06	47.09%	16.39
			271.42	236.09		\$238.99
V96666103	742677375A	09/28/2016	721.00	0.00	47.09%	339.52
			721.00	0.00		\$339.52
Total Fiscal Year 2016 Other Direct Costs:			992.42	236.09		\$578.51
Total Fiscal Year 2016:			5,225.16			\$2,460.55

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
GREENWELL, DEBORAH	2017	15	8.97	47.16%	4.23
			8.97		\$4.23
SANCHEZ, CARLOS	2017	15	0.00	47.16%	0.00
			0.00	47.16%	0.00
			0.00		\$0.00

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STANKOSKY, LAURA	2017	02	0.00	47.16%	0.00
			0.00		\$0.00
TWINE, DYIANN	2017	19	0.00	47.16%	0.00
			0.00		\$0.00
Total Fiscal Year 2017 Payroll Direct Costs:			8.97		\$4.23

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPS51701	1	06/22/2017	556.04	190.19	47.16%	351.92
	2	06/28/2017	64.55	22.08	47.16%	40.85
	3	07/24/2017	64.55	22.08	47.16%	40.85
	4	08/18/2017	368.34	125.99	47.16%	233.13
	5	09/07/2017	73.13	25.01	47.16%	46.28
			1,126.61	385.35		\$713.03
EPW10011	80	10/31/2016	39.66	33.98	47.16%	34.73
			39.66	33.98		\$34.73
V96666103	742677375A	10/24/2016	771.00	0.00	47.16%	363.60
		01/09/2017	2,960.00	0.00	47.16%	1,395.94
		01/31/2017	478.00	0.00	47.16%	225.42
		03/08/2017	1,919.00	0.00	47.16%	905.00
		03/28/2017	664.00	0.00	47.16%	313.14
		06/13/2017	762.00	0.00	47.16%	359.36

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666103	742677375A	06/23/2017	2,701.00	0.00	47.16%	1,273.79
			10,255.00	0.00		\$4,836.25
Total Fiscal Year 2017 Other Direct Costs:			11,421.27	419.33		\$5,584.01
Total Fiscal Year 2017:			11,849.57			\$5,588.24

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
		05/16/2018	-14,990.00	0.00	60.71%	-9,100.43
			-14,990.00	0.00		\$-9,100.43
EPS51701	6	10/03/2017	87.43	29.91	60.71%	71.24
	7	11/15/2017	9.80	3.35	60.71%	7.98
	8	12/08/2017	639.40	218.70	60.71%	520.95
	9	01/18/2018	251.50	86.02	60.71%	204.91
	10	02/13/2018	468.92	160.39	60.71%	382.05
	11	03/19/2018	158.57	54.24	60.71%	129.20
	12	03/28/2018	120.75	41.30	60.71%	98.38
	13	04/10/2018	632.96	216.50	60.71%	515.71
	14	05/14/2018	779.13	266.50	60.71%	634.80
	15	06/08/2018	26.75	9.15	60.71%	21.79
	16	07/12/2018	294.15	100.61	60.71%	239.66
	17	08/10/2018	231.56	79.20	60.71%	188.66
			3,700.92	1,265.87		\$3,015.33
V96666103	742677375A	10/24/2017	8,330.00	0.00	60.71%	5,057.14
		10/27/2017	6,660.00	0.00	60.71%	4,043.29

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666103	742677375A	11/30/2017	3,785.00	0.00	60.71%	2,297.87
		07/30/2018	5,393.00	0.00	60.71%	3,274.09
		09/27/2018	12,280.00	0.00	60.71%	7,455.19
			36,448.00	0.00		\$22,127.58
Total Fiscal Year 2018 Other Direct Costs:			25,158.92	1,265.87		\$16,042.48
Total Fiscal Year 2018:			26,424.79			\$16,042.48

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
		04/18/2019	-14,787.00	0.00	53.75%	-7,948.01
			-5,393.00	0.00	53.75%	-2,898.74
			-1,412.09	0.00	53.75%	-759.00
			-258.31	0.00	53.75%	-138.84
			-625.71	0.00	53.75%	-336.32
			-22,476.11	0.00		\$-12,080.91
EPS51701	19	10/05/2018	154.60	52.88	53.75%	111.52
	20	11/06/2018	28.47	9.74	53.75%	20.54
	21	12/03/2018	48.21	16.49	53.75%	34.78
			780.05	266.81	53.75%	562.69
	22	01/28/2019	597.24	204.28	53.75%	430.82
	23	02/19/2019	1,194.91	408.72	53.75%	861.95
	24	03/28/2019	101.39	34.68	53.75%	73.14
	25	04/10/2019	258.00	88.25	53.75%	186.11
	26	05/06/2019	357.37	122.24	53.75%	257.79
			836.94	286.27	53.75%	603.73
	27	06/04/2019	1,482.49	507.08	53.75%	1,069.39

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51701	27	06/04/2019	836.94	286.27	53.75%	603.73
		06/06/2019	17.81	6.09	53.75%	12.85
	28	07/02/2019	922.37	315.49	53.75%	665.35
			1,808.04	618.43	53.75%	1,304.23
	29	08/02/2019	29.28	10.02	53.75%	21.12
			395.98	135.44	53.75%	285.64
	30	09/09/2019	120.91	41.36	53.75%	87.22
			21.96	7.51	53.75%	15.84
			9,992.96	3,418.05		\$7,208.44
EPS51702	1-15	01/28/2019	1,927.74	0.00	53.75%	1,036.16
	1-16	02/11/2019	1,589.48	0.00	53.75%	854.35
	1-19	05/08/2019	1,673.54	0.00	53.75%	899.53
	1-20	06/05/2019	624.27	0.00	53.75%	335.55
	1-21	07/01/2019	66.03	0.00	53.75%	35.49
	1-22	08/12/2019	39.62	0.00	53.75%	21.30
	1-23	09/11/2019	269.96	0.00	53.75%	145.10
			6,190.64	0.00		\$3,327.48
V96666103	742677375A	10/29/2018	1,572.00	0.00	53.75%	844.95
		11/29/2018	603.00	0.00	53.75%	324.11
		12/26/2018	138.00	0.00	53.75%	74.18
		02/06/2019	194.00	0.00	53.75%	104.28
		02/26/2019	129.00	0.00	53.75%	69.34
		08/20/2019	6,809.00	0.00	53.75%	3,659.84
		08/27/2019	586.00	0.00	53.75%	314.98

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666103	742677375A	09/25/2019	885.00	0.00	53.75%	475.69
			10,916.00	0.00		\$5,867.37
Total Fiscal Year 2019 Other Direct Costs:			4,623.49	3,418.05		\$4,322.38
Total Fiscal Year 2019:			8,041.54			\$4,322.38

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
AMMON, DOUGLAS C.	TAA07YYA	01/14/2020	3.62	53.75%	1.95
			42.66	53.75%	22.93
			46.28		\$24.88
WILSON, KARL	TAA07YU5	01/13/2020	44.45	53.75%	23.90
			9.36	53.75%	5.03
			53.81		\$28.93
Total Fiscal Year 2020 Travel Direct Costs:			100.09		\$53.81

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
		04/23/2020	-9,573.00	0.00	53.75%	-5,145.49
			-155.53	0.00	53.75%	-83.60

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
		04/23/2020	-375.18	0.00	53.75%	-201.66
			-10,103.71	0.00		\$-5,430.75
EPS51701	31	10/07/2019	431.69	147.66	53.75%	311.40
			-120.91	-41.36	53.75%	-87.22
			120.91	41.36	53.75%	87.22
		10/08/2019	497.76	170.26	53.75%	359.06
	32	11/01/2019	129.87	44.42	53.75%	93.68
	00033	12/12/2019	9.18	3.14	53.75%	6.62
	34	01/09/2020	16.48	5.64	53.75%	11.89
	00035	02/10/2020	81.28	27.80	53.75%	58.63
	EPS51701_37_00001	03/27/2020	61.74	21.12	53.75%	44.54
	EPS51701_39_00003	04/02/2020	34.10	11.66	53.75%	24.60
	EPS51701_38_00001	04/02/2020	43.80	14.98	53.75%	31.59
	EPS51701_40_00003	05/05/2020	5,034.60	1,722.07	53.75%	3,631.71
	EPS51701_39_00001	05/11/2020	129.11	44.16	53.75%	93.13
	EPS51701_40_00001	06/04/2020	26.46	9.05	53.75%	19.09
	EPS51701_42_00003	07/10/2020	11.29	3.86	53.75%	8.14
	EPS51701_43_00003	08/13/2020	1,401.43	479.35	53.75%	1,010.92
	EPS51701_42_00001	08/13/2020	172.95	59.16	53.75%	124.76
	EPS51701_44_00003	09/03/2020	719.32	246.04	53.75%	518.88
			8,801.06	3,010.37		\$6,348.64
EPS51702	1-24	10/01/2019	2,493.20	0.00	53.75%	1,340.10
	1-25	11/07/2019	3,337.95	0.00	53.75%	1,794.15
	1-26	12/11/2019	1,251.02	0.00	53.75%	672.42
	1-27	01/08/2020	337.45	0.00	53.75%	181.38
	1-29	03/19/2020	50.61	0.00	53.75%	27.20
	1-31	04/07/2020	53.81	0.00	53.75%	28.92

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51702	0001-33	06/03/2020	151.29	0.00	53.75%	81.32
			7,675.33	0.00		\$4,125.49
V96666103	742677375A	10/28/2019	1,259.00	0.00	53.75%	676.71
		11/20/2019	34.00	0.00	53.75%	18.28
		05/13/2020	113.00	0.00	53.75%	60.74
		05/18/2020	153.00	0.00	53.75%	82.24
		06/30/2020	1,736.00	0.00	53.75%	933.10
		07/28/2020	688.00	0.00	53.75%	369.80
			3,983.00	0.00		\$2,140.87
Total Fiscal Year 2020 Other Direct Costs:			10,355.68	3,010.37		\$7,184.25
Total Fiscal Year 2020:			13,466.14			\$7,238.06

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51701	EPS51701_45_00003	10/06/2020	204.00	69.78	53.75%	147.16
	EPS51701_44_00001	10/06/2020	92.61	31.68	53.75%	66.81
	EPS51701_45_00001	11/05/2020	184.49	63.10	53.75%	133.08
	EPS51701_45_00005	11/05/2020	814.32	278.54	53.75%	587.41
	EPS51701_46_00001	12/09/2020	101.64	34.77	53.75%	73.32
	EPS51701_46_00005	12/09/2020	1,379.82	471.96	53.75%	995.33
	EPS51701_47_00005	01/04/2021	1,888.75	646.04	53.75%	1,362.45
	EPS51701_47_00001	01/04/2021	9.46	3.24	53.75%	6.83
	EPS51701_48_00001	02/03/2021	45.83	15.68	53.75%	33.06
	EPS51701_48_00005	02/03/2021	16.72	5.72	53.75%	12.06
	EPS51701_49_00001	03/10/2021	17.00	5.81	53.75%	12.26

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51701	EPS51701_52_00001	05/03/2021	21.90	7.49	53.75%	15.80
			4,776.54	1,633.81		\$3,445.57
EPS51702	0001-38	11/06/2020	38.44	0.00	53.75%	20.66
	0001-39	11/25/2020	337.43	0.00	53.75%	181.37
	0001-40	12/31/2020	92.79	0.00	53.75%	49.87
	0001-41	02/09/2021	8.44	0.00	53.75%	4.54
	0001-42	03/10/2021	118.10	0.00	53.75%	63.48
			595.20	0.00		\$319.92
V01F82601	742677375A	10/27/2020	1,054.00	0.00	53.75%	566.53
		12/11/2020	98.00	0.00	53.75%	52.68
		03/09/2021	28.00	0.00	53.75%	15.05
			1,180.00	0.00		\$634.26
Total Fiscal Year 2021 Other Direct Costs:			6,551.74	1,633.81		\$4,399.75
Total Fiscal Year 2021:			8,185.55			\$4,399.75
Total EPA Indirect Costs						\$485,049.19

Enclosure E

List of Potentially Responsible Parties

Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas

Enclosure E

List of Potentially Responsible Parties

Special Notice Letter

Brine Service Company, Inc. Superfund Site

Corpus Christi, Nueces County, Texas

1. Anadarko E&P Company LP
1201 Lake Robbins Drive
The Woodlands, Texas 77380
2. Conoco Phillips Company
925 N. Eldridge Pkwy.
Houston, Texas 77079
3. El Paso Merchant Energy-Petroleum Company
1001 Louisiana St.
Houston, Texas 77002
4. Hess Corporation
1185 Avenue of the Americas
New York, New York 10036
5. Sunoco, Inc. (R&M)
3801 West Chester Pike
Newtown Square, Pennsylvania 19073
6. Texaco, Inc.
6001 Bollinger Canyon Road
San Ramon, California 94583
7. Boomerang Corporation
5018 Oak Bend Circle
Denton, Texas 76208
8. Brine Service Company
325 Southern Minerals Rd.
Corpus Christi, TX 78409

9. The Goodyear Tire and Rubber Company
200 E Innovation Way
Akron, Ohio 44316
10. John Altaire Coil
3379 Townsend Drive
Dallas, Texas 75229
11. John Deric and Caitlyn O. Coil 1995 Irrevocable Trust
Katherine Dagnino, Trustee
P.O. Box 114
Lewisville, Texas 75067
12. Robert R. Sanchez
7450 Interstate 37 Access Rd.
Corpus Christi, Texas 78410

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77.90 Steven C. Bordenkircher

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Senior Legal Counsel

Street and Apt. 7

200 Innovation Way

City, State, ZIP+

Akron, Ohio 44316

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

